

## Your Warranty and Guidance

## Conditions

The guarantee is subject to the following conditions:

- Project warrantees come in to effect upon receipt of all outstanding payments.
- The warranty date will commence from the day of completion and upon final payment.
- In the event that any part of any payment is withheld PGF Surfacing reserves the right to withhold any warranty offered
- Once legal proceedings have commenced to recover any outstanding dept no warranty will be issued.
- This warranty is based on the application being applied to a suitable condition substrate in accordance with our substrates and bases requirements.
- After 7 days your installation is deemed satisfactory.
- Any claims against the warranty must be made in writing and photographic evidence of any fault must be supplied and is subject to confirmation by PGF Surfacing.
- The application is cared for and maintained in accordance with aftercare requirements. Poor maintenance and not following aftercare instructions invalidates the warranty. The care and maintenance guidelines can be found at www.pgfsurfacing.co.uk It is the customers responsibility to ensure they fully read, understand, and adhere to these guidelines.
- By accepting our terms and conditions of sale you accept the warranty is only covered by these guidelines.
- No warranty will be discussed, verified or undertaken by any third party. e.g. homeowner who has instructed a contractor who has in turn subcontracted to PGF Surfacing if there are any outstanding payments from the main contractor.
- Proper use of the resin bound surfacing as supplied by PGF Surfacing.
- Your warranty is valid for 1 year commencing from the date stated below.

## Exclusions and Limitations

- Damage caused by forceful impact, improper use, inappropriate traffic (i.e. skip lorries or HGV's), mechanical damage.
- Damage caused by point impact or loading such as motorbike stand, stiletto shoes, chair legs etc.
- Reflective cracking from the base (e.g. concrete, expansion joint movement, tarmac/asphalt).
- Frost damage.
- UV degradation.
- Damage caused by movement created by growth of tree roots, wheel cracking, failure of substrate, slippage, heave, deformation or sink-age.
- Misplacement of drainage, i.e. man hole levels.
- Repairs caused by a third party, i.e. water company needing access to valves etc.
- Colour change as a result of dirt retention or spillage/staining.
- Use for any purpose or by any traffic other than that described for the product.
- Damage not immediately reported to the installation contractor.
- No imprints made from animal indentations or from any other source are covered under the warranty. The customer is fully responsible for safeguarding the surface once PGF Surfacing have left the site. Any requests for repairs will be chargeable.
- Our liability (except in the case of death or personal injury caused by us) under or in connection with this agreement, whether it contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the sum of materials supplied by PGF Surfacing for this contract.
- We shall not be liable in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by you or any other party of an indirect or consequential nature including without limitation any economic loss or other loss or turnover, profits, business or goodwill.
- Every effort is made to make an existing surface stable to accept the resin finish, PGF Surfacing cannot be held responsible for any stress cracks that may appear at any time. We will however repair cracks that are 7mm and above as part of the warranty.

Warranty commencement date \_\_\_\_/\_\_\_/

Customer name: \_\_\_\_\_\_ Address: \_\_\_\_\_\_

Signed (PGF Surfacing: \_\_\_\_\_ Print: \_\_\_\_\_ Print: \_\_\_\_\_