



## 50 Year Guarantee

This Guarantee applies to Polypipe pipes when used as part of, and in accordance with the operating specifications for, an under floor heating system (the "Product").

### 1) Guarantee

- 1.1 Subject to the terms specified herein, Polypipe Building Products Limited ("we", "our", "us" or Polypipe") hereby warrant to you that for period of 50 years from the date of purchase (the "Guarantee Period") the product shall not develop or exhibit any defects in materials or manufacture.
- 1.2 This guarantee is offered in addition to any of our standard terms of sale applying to the sale of the Products by us. To the extent that this guarantee conflicts with any provision of our terms of sale then the terms of this guarantee shall prevail.
- 1.3 This guarantee may be assigned to any purchaser of the Product and to any owner of premises on which the Product is originally installed.

### 2) Conditions of Guarantee

- 2.1 Notice of any defect arising under proper use must be given in writing to Polypipe within the Guarantee Period and within one (1) month of such defect coming to the attention of the person benefiting from this guarantee. We shall be entitled to reject any claim that is not made in accordance with this condition 3.1.
- 2.2 The Product must have been throughout the Guarantee Period:-
  - 2.2.1 installed within the United Kingdom or Eire;
  - 2.2.2 used for a purpose for which it was designed and at all times in accordance with any operating parameters specified for the product at the date of purchase; and
  - 2.2.3 installed in accordance with any and all specification issued by Polypipe.
- 2.3 This guarantee shall apply only to the product and not the system in which it is installed. No ancillary products, including without limitation, pump packs or electrical equipment, shall be covered by this Guarantee.
- 2.4 Any Product which has been replaced under this guarantee shall become the property of Polypipe.

### 3) Extent of Guarantee

- 3.1 Nothing contained in this guarantee shall purport to exclude or limit Polypipe's liability where such exclusion or limit is prohibited, void or unenforceable under the laws of England.
- 3.2 Our entire liability to you in respect of this guarantee shall be the cost of removal, recovery, repair, alteration, treatment or replacement of the Product by Polypipe, or a contractor approved by us in writing at our absolute discretion.
- 3.3 We shall have no liability in respect of any related, consequential or additional costs incurred by you (or any assignee) caused by or contributed to by a breach of the guarantee. Polypipe shall be under no liability whatsoever in respect of consequential or indirect damage or loss of any kind.
- 3.4 Notwithstanding anything specified in the Guarantee or elsewhere in these Conditions, Polypipe shall be under no liability to you in respect of damage to or defects arising in the Product by reason of the following matters:-
  - 3.4.1 faulty or defective workmanship in installation or fixing of the Product or any system containing the Product, including but not limited to failure to follow the installation instructions given in any Polypipe literature or the British Standard Code of Practice in effect at the time of installation.





- 3.4.2 failure to carry out routine inspections and maintenance of the Product or any system containing the Product as recommended by Polypipe in its current sales literature;
- 3.4.3 failure to comply with condition 2.2;
- 3.4.4 any matter for which you are insured under a contract of insurance or which a prudent occupier of premises would maintain a policy of insurance;
- 3.4.5 damage to the Product caused other than defects in material or manufacture;
- 3.4.6 fire, flood (other than caused by a breach of the Guarantee), storm or any abnormal or adverse weather conditions including any abnormal seasonal trends;
- 3.5 If Polypipe approves a contractor to fulfil its obligations under Condition 3.2, the proposed remediation works shall be submitted to the contractor by the Customer for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt, we shall be responsible for the costs of the required access to carry out the remediation works.
- 3.6 We shall be entitled to replace the Product with alternative materials of equivalent appearance and standard. Such replacement shall be in full settlement of any liability owed by us to you under this guarantee.
- 3.7 Any contractor selling or installing the Product shall not be an agent of Polypipe and shall have no authority or right whatsoever to make any representation on behalf of Polypipe with regard to this guarantee or to amend the terms of this guarantee.

#### **4) Law and Jurisdiction**

- 4.1 Nothing in this guarantee shall affect the statutory rights of a consumer.
- 4.2 This guarantee shall be subject to the laws of England and to the exclusive jurisdiction of the English Courts save the consumers in Eire, Northern Ireland and Scotland shall be entitled to enforce their rights in the Courts of their country of residence.

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