



DRIVING SURFACE PERFECTION™

Warranty

1. Subject to these Conditions, the Supplier warrants that the Goods and Services will:
 - a. correspond with their specification; and
 - b. will be of satisfactory quality,

for a period of twelve (12) months (or such less period as indicated on the products and/or data sheet) from the date on which the Goods leave the Supplier's premises.

2. Except as set out in this condition, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Goods and Services and all other statutory or implied warranties as to the quality of the Goods are excluded to the extent permitted by law
3. The warranties are given on the following conditions:
 - a. The Supplier is not liable for a defect in the Goods or Services caused by fair wear and tear, abnormal or unsuitable conditions or storage or use or an act, neglect or default of a Customer or third party; and
 - b. The Supplier is not liable for a defect in the Goods or Services, unless it is notified to the Supplier within seven (7) Working Days of the date of delivery or performance or, if the defect would not be apparent on reasonable inspection, within three (3) months of the date of delivery or performance.
 - c. The Supplier is not liable for non-delivery or non-performance, unless the Customer notifies the Supplier of the claim within seven (7) Working Days of the date of the later of:
 - i. Delivery of the relevant Goods or Services; or
 - ii. The Supplier's invoice

4. The dates mentioned in any quotation, Order, acceptance form or elsewhere for the delivery of Goods or performing the Services are approximate only and time for delivery or performance is not of the essence and shall not be made so by the service of any notice,
5. The Supplier shall be under no liability in respect of any defect arising from negligence, abnormal working conditions, misuse or alteration or repair of the Goods, failure to follow any instructions or information given by the Supplier about the Goods (Whether oral or in



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writing) including information relating to health and safety, or failure to provide such information or instructions given by the Supplier to any customer of the Customer

6. The Supplier shall be given a reasonable opportunity to rectify and defect or failure in the Goods or to replace the Goods.

INDEMNITY

1. Customer shall indemnify the Supplier against all loss, liability and cost which the Supplier incurs in carrying out any work required to be done on or to the Goods or in relation to the Services in accordance with the Customer's requirements or specifications which give rise to any infringement or alleged infringement of the rights of any third party

LIMITATION OF LIABILITY

1. Supplier shall not be liable for any indirect, special or consequential losses, costs, claims, damages or other expenses (in each case whether such liability arises in contract, tort, statute or otherwise, in law, equity or otherwise);
2. Supplier shall not be liable for any of the following losses, costs, claims, damages or other expenses (in each case whether such liability arises in tract, tort, statue or otherwise, in law, equity or otherwise, and whether such liability is direct, indirect or otherwise)
 - a. Loss of profit
 - b. Loss of business
 - c. Loss of revenue
 - d. Loss of opportunity
 - e. Loss of savings
 - f. Loss of the use of money
 - g. Loss of existing or future contracts
 - h. Loss of data
 - i. Loss of goodwill; and/or
 - j. Loss of reputation