

Certificate of Guarantee



*Alexandra Security Ltd
Guarantees that on installation
of a complete mesh system
and for a period of fifteen years
the Products shall be free from
material defects in design, material
and workmanship.*



For full terms and conditions visit

<http://www.alexandrasecurity.com/about/15-year-product-guarantee>

Alexandra Security Ltd, Perimeter Works, Whetsted Road, Five Oak Green, KENT TN12 6PZ

15 Year Product Guarantee



This Guarantee is in addition to your statutory and other legal rights and is subject to the following terms and conditions together with the Company's standard Terms and Conditions enforced from time to time and the Company's Consequential Loss.

1. DEFINITIONS

In this Guarantee:

1.1 "The Company" means Alexandra Security Limited (Registered Company No: 08524615) of Perimeter Works, Whetsted Road, Five Oak Green, Tonbridge, Kent, TN12 6PZ.

1.2 "Complete Mesh System" means posts, panels and fixings procured together. Individual components are not covered by this guarantee but are subject to the Company's normal obligations regarding quality.

1.3 "The Customer" means any person, firm, company or other legal entity requiring goods or services from the Company and includes the employees, servants, agents, principals (whether disclosed or undisclosed) or subcontractors of any such person, firm, company or other legal entity.

1.4 "Goods Specification" means any specification for the Goods, including any relevant plans or drawings that are agreed in writing by the Customer and the Company.

1.5 "Guarantee" has the meaning given in clause 3.

1.6 "Order" means the Customer's order for the Products, as set out in the Customer's purchase order/purchase invoice form and/or written acceptance of the Company's order confirmation.

1.7 "Products" means any products in the mesh product scheme (separate list available on request) to be supplied by the Company to the Customer.

1.8 "Terms and Conditions" means the terms and conditions set out in this document.

2. CONSTRUCTION

In this Guarantee, the following rules apply:

2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or reenacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.5 A reference to writing or written includes faxes and e-mails.

3. GUARANTEE

3.1 The Guarantee applies when a Complete Mesh System is purchased from the Company.

3.2 The Company guarantees that on installation of a complete mesh system and for a period of fifteen years the Products shall be free from material defects in design, material and workmanship.

3.3 If you are a consumer, this Guarantee is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

4. CLAIM CONDITIONS

4.1 The Guarantee must be requested at the time the Order is placed with the Company.

4.2 The postcode of the site intended for installation must be supplied at the time of order.

4.3 A signed copy of the Guarantee must be kept on site and be available for presentation to the Company at any time upon reasonable request.

4.4 All claims must be immediately made in writing to the Company and accompanied by evidence of the Product failure/coating damage, including an estimated repair costs.

4.5 If for any reason the substrate of a Product is exposed, a good rich zinc coating must be applied immediately.

4.6 Where required, the Company is given a reasonable opportunity to examine the defective Products.

4.7 The Customer will carry out and permit any reasonable action required by the Company in order to avoid a claim or prevent further damage. Alexandra Security Ltd, Perimeter Works, Whetsted Lane, Five Oak Green, Tonbridge, TN12 6PZ

4.8 Where applicable, damaged Products must be returned to the Company within 28 days.

4.9 Replacement Products will be collected from the Company or transport arranged at the expense of the Customer. These Terms and Conditions shall apply to any repaired or replacement Products supplied by the Company.

5. GUARANTEE EXCLUSIONS

5.1 The Guarantee in clause 3 does not apply to any defect in the Products arising from:

5.1.1 transportation, loading or unloading;

5.1.2 poor installation or maintenance;

5.1.3 fair wear and tear;

5.1.4 wilful damage, negligence, or abnormal working conditions, accident, negligence by you or by any third party;

5.1.5 use other than as what the Products were originally designed for or failure to use the Products in accordance with the user instructions;

5.1.6 defects arising as a result of the Company following any drawing, design or Goods Specification supplied by the Customer;

5.1.7 any written acceptance of the Company's order confirmation supplied by the Customer in relation to any drawing, design or Goods Specification;

5.1.8 any external environmental factors or influences including but not limited to force majeure, war, malicious damage, fire, flood, storm, rise in water table, change in humidity levels, earthquakes, subsidence.

5.1.9 installation in an environment that subjects the Products to chemicals, steam, liquids, dust, toxic materials, contamination, or cleaning with any such products;

5.1.10 installation in an area that is within less than 8,100 metres of the sea;

5.1.11 any adjustments or modifications whatsoever made by the installer to the original system;

5.1.12 any alterations or repairs to the Products without the written consent of the Company;

5.1.13 any alteration or repair by you or by a third party who is not one of our authorised repairers;

5.1.14 Products consisting of different heights of fencing and posts than what was supplied with the original Order;

5.1.15 any damage to Products, or individual components which have not been supplied by the Company;

5.1.16 the Products differing from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards

5.1.17 defects arising because the Customer failed to follow the Company's oral or written instructions (maintenance procedure available on request) as to the storage, installation, commissioning, use or maintenance of the Products or (in the absence

of express instructions) good trade practice.

5.2 Any claim in respect of injury, death, disease, illness or loss damage to any material property (other than the product guarantee) or any financial or consequential loss or damage of any kind or description arising from the carrying out of the works or any subsequent repair work arising from the client or any other party.

6. AGREED CLAIMS

6.1 Any agreed claims between the Company and the Customer will be subject to the following contributions by the Company in respect of replacement costs:

6.1.1 Agreed claims within years one to three: 100%

6.1.2 Agreed claims within years four to six: 80%

6.1.3 Agreed claims during years seven to ten: 60%

6.1.4 Agreed claims during years eleven to fifteen: 30%

6.2 This Guarantee will be deemed to have terminated after the fifteenth year.

7. ADDITIONAL PROVISIONS

The Guarantee, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

