

Wilks (Rubber Plastics) Mfgs Co Ltd, t/a Flexiteek Distribution (company registration number 012515369)

1. Wilks (Rubber Plastics) Mfgs Co Ltd, t/a Flexiteek Distribution ("Seller") offers this guarantee ("Guarantee") to the purchaser ("Buyer") of extruded Flexiteek profiles ("Product") from the Seller for sales after 1st January 2021.
2. The Guarantee replaces clause 8 of the standard terms and conditions ("Terms"), but otherwise the Terms remain in force.
3. The Guarantee period shall be for a period of 10 years from the date of purchase from the Seller and shall expire automatically without notice ("Guarantee Period").
4. During the Guarantee Period the Seller guarantees the Product will be free from defect attributable to faulty raw materials or the extruding process ("Defect").
5. The Guarantee is given by the Seller subject to the following conditions:
 - 5.1. The Buyer shall thoroughly inspect the Product within 5 days of delivery from the Seller;
 - 5.2. The Assignee shall thoroughly inspect the Product within 5 days of purchase from the Buyer;
 - 5.3. The Seller shall not be liable for any defect arising from:
 - 5.3.1. any drawing, design or specification supplied by the Buyer;
 - 5.3.2. for any defect attributable to the post-manufacturing processes, vinyl welding or installation of the Product or the materials used for these processes;
 - 5.3.3. for any defect with parts, materials or equipment not manufactured by the Seller;
 - 5.3.4. fair wear and tear (including changes in colour, size, volume, mass), wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), improper use, installation, transportation, packaging, delivery, handling, storage, maintenance, treatment with compounds, misuse or alteration or repair of the Goods, accident, or use that is outside the Product's prescribed application;
 - 5.3.5. for mould or fungal growth.
 - 5.4. The Seller shall not be liable:
 - 5.4.1. if the Product has not been paid for;
 - 5.4.2. for parts, material or equipment not manufactured by the Seller;
 - 5.4.3. for Product that is purchased as sub-standard or surplus stock.
6. The Buyer may assign the Guarantee to the first person who purchases and installs the Product from the Buyer or its authorised agents ("Assignee") if the assignment is registered online at www.flexiteek.com/flexiteek-2g/material-guarantee-registration and the assignment expressly restricts the Assignee from assigning or otherwise transferring the Guarantee to any other person ("Valid Assignment"). The Buyer shall indemnify the Seller against a breach of this clause 6.
7. Any claim on the Guarantee by the Buyer, its authorised agents or the Assignee ("Claimant") must be notified to the Seller in writing, via email to support@flexiteek.com or using the online claim document at www.flexiteek.com/guarantee-claim or to the Buyer:
 - a. as soon as reasonably possible and not more than 7 days after reasonably considering that the Claimant may have a claim under the Guarantee;
 - b. be accompanied by the Buyer's proof of purchase;
 - c. be accompanied by the Assignee's warranty registration number, if applicable;
 - d. include a detailed description of the alleged defect with evidence; ("Valid Claim").
8. The Seller shall in its absolute discretion reject any claim not made in accordance with clause 7.
9. Having received a Valid Claim, the Seller may in its absolute discretion:
 - a. Ask for further information;
 - b. Reject the claim if there is no Defect;
 - c. Offer a repair, replacement or a partial or full refund.
10. If the Seller undertakes testing on the Product, and in the Seller's reasonable opinion the defects arise from matters set out at clause 5, the Claimant shall indemnify the Seller for the costs of testing.
11. The Claimant shall allow safe access on reasonable notice for the purposes of repairing, replacing or investigating any Valid Claim.
12. Product that is accepted by the Seller as defective shall be returned to the Seller at the Seller's expense if so requested. Product will not be accepted unless accompanied by a valid material return authorisation and prior issued written authorisation from the Seller ("Valid Return"). The Seller accepts no liability for the costs of disposal of materials deemed faulty and not requested to be returned.
13. The Seller shall have no further liability for Product that is repaired, replaced or refunded in part or in full.
14. Except in the case of liability for death or personal injury caused by the Seller's negligence, liability for defective products under the Consumer Protection Act 1987 or liability under s.12 of the Sale of Goods Act 1979, the Seller shall not be liable to the Buyer or authorised agent or Assignee by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express Terms, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Product (including any delay in supplying or any failure to supply the Product in accordance with the Terms or at all) or their use or resale by the Buyer or the Assignee, and the entire liability of the Seller under or in connection with the Terms and conditions shall not exceed the price of the Product, except as expressly provided in the Terms.