

Claims Procedure

We shall investigate the Claim within 30 days of receipt of the fully completed Claim form. You shall grant or will procure the grant to Us of the right to enter the installation site and the right for Us to take samples and photographic evidence from the installation site.

You shall provide any further reasonable information requested by Us as part of the investigation of any Claim.

We shall report to You with the results of Our investigation within 60 days of the commencement of such investigation.

If You disagree with the outcome of Our investigation, You have the right to appeal. To do so, You must submit Your appeal in writing within 14 days of receiving Our Report. On receipt of Your appeal, We will appoint an independent assessor to investigate the Failure. The independent assessor will be suitably qualified in the field of timber treatment technology and be a member of a recognized professional body. The assessor will communicate the decision on Your appeal to You within 90 days of the appeal being lodged. The appeal of the independent assessor shall be final.

If at Our discretion We:

- (a) do not insist that You perform Your obligations under these terms and conditions; and/or
- (b) do not enforce Our rights against You; and/or
- (c) delay in enforcing such rights;

this does not mean that We have waived Our rights to do so. No waiver by Us of any default of Yours shall be effective unless it is in writing. Any such waiver is restricted to the actual default to which it expressly refers. It shall not constitute a waiver of any subsequent default on Your part.

Other Important Terms

The Guarantee and these terms and conditions are between You and Us. No other person shall have any rights to enforce any of its terms.

Woodbank Timber Ltd.

Eagle Wharf, Helena Road, Ipswich, IP3 0BT Tel: 01473 220 112
web: www.woodbanktimber.co.uk

Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these terms and conditions that is caused by an Event Outside Our Control.

An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

If an Event Outside Our Control takes place that affects the performance of our obligations under these terms and conditions:

- (a) We will contact You as soon as reasonably possible to notify You; and
- (b) Our obligations under these terms and conditions will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

Jurisdiction and Applicable Law

This 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 and construed in accordance with English Law.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Guarantee or its subject matter or formation (including non contractual matters or claims).



Be sure use SurePine



Durable In-Ground Performance

Full sapwood preservative penetration is critical to prevent premature failure