

## DuraPost® Guarantee

The DuraPost® Guarantee gives you the peace of mind that your DuraPost® fence post is guaranteed against structural failure due to corrosion for up to 25 years subject to the exclusions set out below.

The length of the guarantee is dependent on whether the product has been powder-coated and the nature of the local environment.

Situation of installation in UK or Ireland	Pre-galvanised DuraPost® Warranty (Years)	Pre-galvanised and Powder Coated DuraPost® Warranty (Years)
Standard guarantee	15	25

## **Claiming**

In the event of product structural failure due to corrosion, the product will be replaced free of charge provided that:

- None of the exclusions apply;
- You are able to provide evidence of the structural failure at a location related to a previously registered guarantee; structural failure is defined as the DuraPost fence post cracking due to corrosion resulting in the fence falling over;
- No alterations have been made to the product;
- The guarantee is registered on the DuraPost® website correctly with all details correctly submitted; and
- The claim relates to a location in the UK or Ireland.

## **Exclusions**

The DuraPost® Guarantee shall not apply to defects caused by:

- Misuse of the product;
- Accidental Damage to the product;
- Coating applied to the product which we, acting reasonably, consider to be harmful to the anti-corrosion properties of the product;
- Failure that is not due to corrosion of the product;
- Damage to the product caused by installation or cut/damaged surfaces being left untreated;
- Corrosive damage due to excessive levels of Sulphur Dioxide, and/or Carbon Dioxide and/or similar corrosive gases in the atmosphere or corrosive chemicals in the soil;
- Corrosion caused by events, circumstances or causes beyond its reasonable control. For example, acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, war, civil commotion or riots, nuclear, chemical or biological contamination or sonic boom, collapse of buildings, fire, explosion or accident;
- If located within 1 mile of the coast then the standard guarantee is reduced to 1 year (pre-galvanised posts) and 5 years (pre-galvanised and powder coated posts) due to increased risk of corrosion.

Please note that:

- Birkdale Sales reserve the right to request proof of the defective product, whether that proof be by requesting photographs and/or a representative being called out to inspect the product. A charge of £100.00 (One Hundred Pounds) will be payable for any call out. This charge will be refunded should the inspection confirm that there is a defect with the product;
- This guarantee covers the cost of replacing defective posts only. Removal and disposal of defective posts and any indirect or consequential costs incurred are excluded, as are any unforeseeable losses or damages. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process;
- The rights and benefits under this guarantee are additional to your statutory rights, which are not affected by the conditions and exclusions in this guarantee;
- Nothing in this guarantee shall limit our obligations in respect of any injury or death of persons caused by our negligence;
- Birkdale Sales will only process your personal information as set out in our privacy policy, a copy of which can be found here: <https://www.birkdalesales.com/Privacy>.

Guarantor Details

The DuraPost<sup>®</sup> Guarantee is provided by BJA Trading Limited t/a Birkdale Sales (Company No. 5547795) whose registered office is at Granville House The Heights Business Park, Ibstone Road, Stokenchurch, High Wycombe, Buckinghamshire, England, HP14 3BG

Contact Details

When making a claim please contact our Customer Loyalty Department on 0345 646 0591, quoting your name, guarantee registration number and date of purchase.