



# Manufacturer's Direct Guarantee for Proprietary Plastic Products



## 1. General

This Guarantee is provided by Sturdy Products Limited, having its registered office at Blessington Industrial Estate, Blessington, Co. Wicklow (the "Guarantor"). The purpose of this Guarantee is to guarantee your Plastic Product (as defined below) against defect in materials and workmanship during the Guarantee Period (as defined below). This Guarantee does not affect your statutory rights.

## 2. Definitions

In this Guarantee the following terms shall have the following meanings:

- 2.1 "Applicable European Standard"**, European Standard if applicable on the manufacturing and testing requirements prescribed in respect of such Plastic Products, or as such standard may be varied, supplemented or replaced from time to time. If no such standard exists our Company Standard and Specification for this Product shall apply;
- 2.2 "Customer" or "you"**, the first person to purchase the Plastic Product and use it for the purpose which that particular product was intended to be used for by the manufacturer;
- 2.3 "Contents"**, any contents which the product has been designed to store, provided such contents are supplied in accordance with the applicable relevant European Standard and are suitable for storage in the type of material used ;
- 2.4 "Guarantee Period"**, One year from the date of manufacture;
- 2.5 "Plastic Product"**, the Plastic Product with which this Guarantee is supplied, namely a rotation-moulded Plastic Product having a capacity between 10 litres and 1000 litres for the above-ground storage of its Contents, or for its intended use, manufactured in accordance with the Applicable European Standard.
- 2.6 "The Company"** Sturdy Products Ltd.

## 3. Guarantee

**3.1** The Guarantor guarantees to the Customer that the Plastic Product will be free from defects in materials and workmanship (including insufficient resistance to weathering) for the Guarantee Period, and in the event of such a defect the Guarantor will provide you with a new Plastic Product free of charge, PROVIDED the following conditions are met:

- 3.1.1** The Plastic Product has been used solely for the purpose intended as defined by the Manufacturer;
- 3.1.2** No alterations or repairs to the Plastic Product have been attempted except by authorised representatives of the Guarantor;
- 3.1.3** The Plastic Product has not been misused or mishandled;
- 3.1.4** From the date of first application, the Plastic Product has been used above ground, in accordance with the manufacturer's instructions and local building regulations and in particular, the Plastic Product where applicable has been supported across its full (both length and width);
- 3.1.5** The Plastic Product has been used only in accordance with standard industry practice and in particular has not been subjected to excessively frequent or powerful filling.
- 3.1.6** Immediately upon discovery of any defect in your Plastic Product, you contact the Guarantor and allow a representative of the Guarantor to inspect the Plastic Product and its surroundings (before any attempt is made to repair or move the Plastic Product), and take such notes and photographs as the representative may require;
- 3.1.7** Immediately upon discovery of any defect in your Plastic Product, you take steps to mitigate your loss by contacting your "contents" supplier and if necessary arranging for the Plastic Product to be emptied pending the inspection by the Company.

## 4. Exclusions and Limitations

- 4.1** Under no circumstances shall the Guarantor be liable on foot of this Guarantee for any incidental, consequential or indirect loss or damage accruing to the Customer or any other person.
- 4.2** Under no circumstances shall the Guarantor be liable for any financial or other obligation imposed on the Customer by virtue of any environmental, planning or other laws or regulations arising in connection with the installation, maintenance or removal of any Plastic Product.
- 4.3** The Guarantor accepts no responsibility for loss or damage occasioned to parties other than the Customer, or for loss or damage occasioned after the Guarantee Period. Under no circumstances may the benefit of this Guarantee be assigned to a third party and this Guarantee shall not be deemed to acknowledge or create any rights in favour of a third party, whether in connection with a re-sale of a Plastic Product by a Customer or otherwise.

## 5. Jurisdiction and Applicable Law

This Guarantee and any claims hereunder shall be governed by and construed in accordance with the laws of the Republic of Ireland.

For and on behalf of Sturdy Products Limited,

Dated 1<sup>st</sup> Jan 2010

Director

## Sturdy Products Ltd.,

Blessington Industrial Estate, Blessington, Co. Wicklow

Tel: +353 (0)45 864044 Fax: +353 (0)45 865721 Web: [www.sturdyproducts.com](http://www.sturdyproducts.com) Email: [sales@sturdyproducts.com](mailto:sales@sturdyproducts.com)