

**TERRAM**<sup>®</sup>

Geosynthetics you can trust

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### Terram Warranty and Liability Statement

Dear Don,

As recently discussed, please find below extracts from the Terram 'terms and conditions of sale'. I confirm that these are applicable to the supply of all materials to Western Landscapes and all other customers. Under 'liability' the terms state that the seller (Terram) total liability shall be restricted to the replacement cost of the goods. A full set of 'terms and conditions' are attached for you perusal.

**7 Warranty.** The Seller warrants only that the Goods on delivery shall conform in all material respects with the data sheets published by the Seller from time to time. All other warranties, conditions or undertakings as to quality or description (howsoever made or implied) shall be excluded to the fullest extent permitted by law. The Seller is not liable for a breach of warranty or a defect in the Goods unless it is notified to the Seller within 14 days after the date of delivery or, if the defect would not be apparent on reasonable inspection, within one month after the date of delivery. In respect of any nonconforming or defective Goods, the Seller shall, at its election, repair the Goods or supply replacement Goods or grant to the Buyer a credit equal to the Price paid for the Goods (in which event the Seller shall be deemed not to be in breach of the Contract or have any liability to the Buyer for the non-conforming or defective Goods); provided in each case that the Buyer, upon request, returns the relevant Goods (unaltered) to the Seller for inspection as soon as possible and at its own risk and expense.

**8 Liability.** The Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for (a) any loss of profit or indirect or consequential loss arising under or in connection with the Contract; or (b) for nonconforming or defective Goods if the Buyer makes any further use of such Goods after giving notice in accordance with clause 7 or the defect arises because of any act or omission by the Buyer (including any unauthorized alteration or repair of the Goods, a failure to follow oral or written instructions as to storage, installation, use and maintenance of the Goods (or good trade practice) or fair wear and tear, wilful damage, negligence or abnormal storage or working conditions) or the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer. The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Price for the Goods in respect of which the liability arose.

Nothing in these General Sales Terms shall limit or exclude the Seller's liability for fraud, death or personal injury caused by its negligence or any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

Yours sincerely,



David Williams  
Product Manager

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