



# FEDERAL INDUSTRIAL LININGS

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## INDUSTRIAL DIVISION

### GUARANTEE TERMS AND CONDITIONS

#### 1. PRODUCTS

The guarantees herein provided are on all products & services manufactured or supplied by "Federal Industrial Linings"

#### 2. APPLICABILITY OF GUARANTEE

The guarantee shall apply in respect of the application of products manufactured or supplied by "Federal Industrial Linings".

"Federal Industrial Linings" or its registered applicator or any of its representatives or workers will not be held liable for any loss or damages consequential to the application process.

"Federal Industrial Linings" or its registered applicator, warrants that precaution and all necessary prevention and protection methods and specifications, will be adhered to at all times.

#### 3. COVER OF GUARANTEE

The Guarantee herein recorded covers application and product failure exclusively, and not substrate or structural failure.

#### 4. COATING/LINING FAILURE

"Federal Industrial Linings" shall not in the event of any coating or lining failure, be liable for any consequential or collateral loss or damage.

Any claim arising during the guarantee period shall not have the effect of reviving the guarantee from the inception date.

#### 5. COMMENCEMENT DATE

The guarantee herein recorded shall commence on the date of invoice and payment received in full by "Federal Industrial Linings" in respect of an invoice issued by "Federal Industrial Linings".

## 6. EXCLUSIONS

“Federal Industrial Linings” shall not be liable for:

6.1 damages to the coating/lining arising from external causes outside of “Federal Industrial Linings” control such as, but not limited to: welding or other heating, pollution, mechanical damage, substrate failure, hydrostatic pressure, electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, absence of weed control, fire, explosion, radiation, collision or other accident, force majeure, vandalism or other malicious damage caused due to industrial action, and the like;

6.2 the failure of any coating/lining on any areas which, because of their shape, characteristics or configuration, present special difficulties in either preparation or coating;

6.3 the deterioration of any metal as a result of any form of electromechanical activity;

6.4 any indirect or consequential damages, losses and expenses such as but not limited to demurrage associated with coating repair work, loss of time, expenses due to the consumer’s employees, agents, operators or subcontractors, loss of profits and all claims by third parties against the consumer;

6.5 damage to the coating arising from deterioration or movement of the substrate caused by any other substance or condition;

6.6 it does not cover staining or abnormal discoloration caused from atmospheric dirt, or excessive fungi or algae growth within the material as caused by water seepage, high moisture content or constant dampness/humidity;

6.7 the guarantee applies only if replacement material is required as a direct result of a defect in the material supplied.

It does not apply where movement or deterioration in the substrate through settlement or structural defect is present;

6.8 If any remedial work is carried out by an un-approved applicator or third party which affects the product, the guarantee is invalidated;

6.9 should” Federal Industrial Linings” agree to honour this guarantee, their cost will be limited to the original contract amount.

## 7. CLAIMS AND REPAIRS

7.1 Any claim made in terms of this guarantee shall be made within 10 (ten) working days of the discovering of any defect, damage or failure which gives rise to a claim.

7.2 The consumer shall forthwith notify "Federal Industrial Linings" of the claim providing full details thereof, and shall set out the basis on which it believes that "Federal Industrial Linings" is liable in terms of the guarantee. "Federal Industrial Linings" shall be entitled to inspect the alleged failure, in which the coating/lining is alleged to have failed and to perform any tests in respect thereof, and may do so either itself or by means of any person or entity nominated by it. Prior to such inspection or testing, the consumer shall not be entitled to remove or tamper with any part of the coating/lining.

7.3 The consumer shall provide such further information as "Federal Industrial Lining" may require, including details of environmental factors and inspection and repair records.

7.4 "Federal Industrial Linings" shall endeavour to ensure that all materials required for repairs are available as soon as practical at the place where the repairs are to be carried out.

7.5 "Federal Industrial Linings", in its sole discretion shall be entitled to:

- 7.5.1 Control repair work which is to be carried out in accordance with all its specifications and instructions; and
- 7.5.2 Appoint a contractor and/or approve the contractor appointed by the consumer.

## 8. GUARANTEE

"Federal Industrial Linings" specifically records that no guarantees and/or warranties other than those incorporated herein have been made or given, either expressed or implied.

The liability pertaining to Federal Industrial Linings for any claims arising from this guarantee, whether in breach, negligence, strict liability or otherwise, shall be limited to a maximum of the purchase price of the coating/lining, and a diminishing principle will apply to all claims.