

LAVAPLASTIC FENCING LIMITED GUARANTEE

Southgate Recycling is the manufacturer and brand owner of Lavaplastic. Our Lavaplastic woven fencing has been designed and developed in house over a number of years to replace the wooden type of fencing products using recycled Polyvinyl chloride (PVC) plastic.

Our hollow profile posts and laths are extruded and then coated with a specifically developed UV Protected colour coating. Our products are currently only available in chocolate brown.

The colour and consistency of the base PVC will vary depending on the raw recycled materials we are able to source.

As a leading PVC Fence manufacturer, Lavaplastic guarantees that our PVC products will not peel, rot, blister, flake, crack, chip for its lifetime (Minimum 10 Years).

This guarantee is issued to the original purchaser and is not transferable.

This Warranty covers only the specified damages arising solely from defects in the manufacture of Lavaplastic products. It does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including, but not limited to: faulty or improper fabrication or installation; movement, distortion, collapse or settling of the ground or structure or failure of the structure (including foundations and walls) on which the products are installed; negligence, accidental or intentional acts of damage, misuse, abuse, improper or failure to provide reasonable and necessary care of the product; impact of foreign objects, fire, wind, flood, lightening, earthquake, hail or other acts of God.

All products will experience some discoloration when exposed to the elements for a sustained period. We warranty that our products will not noticeably fade within a five (5) year period.

Normal weathering occurs as exposure to ultraviolet light and extremes of weather and atmosphere causes any surface to experience gradual and uniform appearance changes such as chalking, fading, or accumulating dirt, dust or stains. Degrees of weathering will vary depending on; the colour and origins of the recycled material, geographical location, air pollution, exposure and other factors. Lavaplastic fencing warrants that its products will "weather" in a uniform manner. Any weathering change that occurs on a specific exposed face of the product in a manner that varies from panel to panel producing an uneven look will be considered a defect. Colour or gloss disparities arising from products having been installed in different years or involving the installation of accessories or other products which are incompatible with Lavaplastic fencing products will not be considered a defect. Mould, mildew. moss or lichen is not a manufacturing defect and is not covered by this warranty.

REMEDY & NOTIFICATION OF CLAIMS

Lavaplastic's liability under this Warranty is limited solely and exclusively to the replacement of defective Lavaplastic Products, and in no event shall Lavaplastic be liable for labour, installation, reinstallation, transport or any other charge related to defective product. Lavaplastic shall not be liable for any indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort, strict liability or otherwise. In any dispute over the performance of the product, the purchaser shall have the burden of proof that the product was installed, finished and maintained in accordance with the supplier's applicable instructions.

No person or entity is authorized by Lavaplastic to make statements or representations regarding the performance of our products except as contained in this Warranty, and Lavaplastic shall not be bound by any such statements other than those contained herein. Lavaplastic fencing reserves the right to discontinue or make changes to any of its products. If the products covered by this warranty are not available, Lavaplastic shall have the right to substitute a product that in Lavaplastic's sole discretion is of equal quality or value.

Each purchaser of a Lavaplastic product is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the product. Building code regulations and bylaws will vary from area to area. The purchaser should consult local building and safety codes for specific requirements in connection with the installation of a Lavaplastic structure.

To file a claim under this Warranty, the original purchaser must mail proof of purchase, a picture of the defective product and a written description of their concerns to: **admin@lavaplastic.co.za**