



Sunflex Recycling Pvt Ltd
Block No. 184, Village :Chhatral,
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Installation, Maintenance, Warranty Guidelines

Dear Customer

Please find details for Installation, Maintenance and warranty Guidelines for Epdm Rubber Granules. Before Purchasing, placing order we request to read the following terms and conditions clearly. The below apply to all epdm rubber granules color code listed in website.

1) General

- a) These are the terms upon which Sunflex Recycling Pvt Ltd (“we/us”) have quoted to supply their goods and services (“the works”) to the customer (“you”). If you want to accept the quotation you should do so in writing. However your continued instructions to us on the works will amount to acceptance of our Terms and Conditions of business.
- b) Any variation to these terms is only valid if agreed in writing by a director of Sunflex Recycling Pvt Ltd
- c) Payment to be made in full within 30 days from completion unless otherwise agreed in writing. Pro-Forma payment will be at Sunflex Recycling Pvt Ltd discretion No retentions to be made unless by our prior written agreement.
- d) Quotations are net and exclusive of GST which is extra at the prevailing rate.
- e) All Quotations are priced on the basis of completing in one single visit, unless clearly specified otherwise in writing. Additional visits will incur further charges.
- f) Settlement discounts required under the terms of any Main Contract are included within our quotations and further deductions should not be applied to quoted rates unless we agree otherwise in writing.
- g) All payments to be made under this agreement shall be made in cleared funds, without any deduction or set-off under this contract or under any other liability.
- h) Sunflex recycling pvt ltd reserve the right to alter any specification listed on our websites at any time, and without prior notice. Every effort has been made to ensure the accuracy of the

data given but no liability can be accepted for errors or omissions on our website. Your use of any information or materials obtained from our websites is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through our websites meet your specific requirements. If you are in any doubt please ask us to confirm matters specifically.

2) Variations

- i) The Price quoted is valid for works to be completed within 3 months of the date of the quotation. Installations which are delayed beyond this period, for whatever reason, will be subject to a review by Sunflex Recycling Pvt Ltd
- j) Where material orders have been placed by Sunflex Recycling Pvt Ltd for specific project(s), limited shelf life of products may apply. In the event of any project delays, the customer will be responsible to cover any replacement material costs, including any additional delivery or restocking costs in the event they should be required for ANY reason, including (but not exhaustive to) : Damage; Water Damage; Change of Specification; Expiry Date of Materials.
- k) Sunflex Recycling Pvt Ltd will endeavour to maintain the prices quoted as specified. However the price of crude oils is subject to fluctuations which impact upon the price of oil based chemical raw materials. The quoted prices are based on current raw material cost at the time of quotation but Sunflex Recycling Pvt Ltd reserves the right to increase the quoted price as a result of increases in raw materials prices after date of quotation.
- l) All work is subject to the minimum order value set out in the quotation. All areas are subject to a re-measure upon completion and Sunflex Recycling Pvt Ltd reserve the right to charge for any additional work done at the agreed order rates. Should any additional areas increase the total number of days spent on site, or require additional transport or other costs, further charges may be made. If the area is less than ordered and we are able to re-use or get credit for any unused materials, we will make an appropriate adjustment to our charges.
- m) Whilst we are on site, written instruction must be given for any amendments to previously ordered works before they can be undertaken.

3) Cancellations and Delays

- n) Any cancelled orders, will be charged at the following rates of the original order value; 25% for any ground works; 50% for any Resin Bound Surface (Wet-pour, Mulch, Stone etc.); 75% for all other items.
- o) Sunflex Recycling Pvt Ltd reserve the right to charge for stoppage time whilst awaiting instructions on how to proceed or to attend site inductions taking more than 1 hour from our arrival on site. This can include labour, plant, accommodation and any other associated costs.

4) Delivery and Risks

- p) The risk in the goods shall pass from us to you upon delivery to you. However, title shall not pass to you until we have been paid in full for all goods delivered and work done by us to you

both under this and under any other contract between us, We reserve the right to remove any goods where title has not passed, and you authorise us to enter any premises for this purpose.

5) Access and Security

q) Whilst every effort will be made to minimise damage to the access route provided, we accept no liability for the cost of reinstatement, should damage occur.

r) Free access and parking for our Lorries, Vans and delivery of materials / plant is required with flat hard standing to within 20 metres of the surfacing works, and secure storage for our materials on site for the duration of our works. Where onsite parking is not provided, we reserve the right to pass on any associated costs and parking charges / enforcement tickets to the customer.

s) Standard quotations do not provide Herras or other types of security fencing. Should this be required we can arrange it at an additional charge.

6) Defects

t) The company will not be liable for any defect in the Surface which has arisen as a result of, or has been exacerbated by, incorrect or inadequate maintenance;

u) Any defect must be promptly reported to us, and we must be allowed access to the surface within normal business hours (Mon-Fri 09:00-16:30hrs) to inspect / repair any defect. Should work be required out of hours, or within specific periods, then we reserve the right to impose additional charges.

v) Surfaces should be maintained in accordance with site requirements and conditions and guidance provided within our Owners and Maintenance Documents (O&M), available on request. Documentary evidence of compliance with these requirements will be required to accompany any warranty claim.

7) Warranty

We don't give any warranty for Epdm Rubber Granules supplied by Sunflex Recycling Pvt Ltd.

This Includes color variation, color fading after 3 months, surface cracks and penetrations, other chemical reactions on surfaces, thickness variations for epdm rubber wet pour applications.

Regards

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