

NexGen Spiral Guard Introduction

Plant and cane sold separately

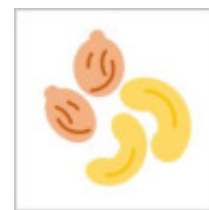


The 100% biodegradable spiral guard from NexGen delivers protection for young trees, nurturing healthy growth, leaving only a positive environmental legacy.

NexGen spiral guards can help you replace the use of PVC and plastic spiral guards with a viable, environmentally friendly alternative, that includes a 5 year warranty.

The man behind the innovation is Gary Hurlstone, whose father Graham invented the Tubex Tree Shelter in the mid 1980's. Gary took his father's 35 year old design and set out to deliver a range of protection that performs at least as well, whilst being environmentally friendly and cost effective.

The spiral guards are made from a special mix of British wool, a biodegradable polyol (made from ethically sourced cashew nutshell liquid and castor oil), and an innovative biodegradable custom polymer.



At its heart is a simple concept that has taken four years of extensive research and development, working with foresters, landowners and industry experts, to deliver the next generation in tree protection.

Scientifically proven as 100% biodegradable this is a spiral guard that delivers the perfect environment for young tree plants to thrive in, without harming the environment.

Benefits

- Protects from browsing animals and creates a microclimate to promote healthy growth
- Easy installation
- 100% biodegradable – no need for collection & recycling

Installation

Plant bare root or cell grown seedling and insert cane next to plant. Place spiral guard over or wrap around both the plant and cane (ie cane on the inside of the spiral). See installation diagrams (pg 4) for more information.

Specifications:

| Dimensions |
|-----------------------|
| Height m |
| Diameter mm |
| Number of ties |
| Average weight/tube g |
| Packaging |
| Nest |
| Bundle |
| Bag or box |

| NexGen Spiral Guard | |
|-----------------------|-----------------|
| Height m | 0.6 |
| Diameter mm | 40 |
| Number of ties | Not required |
| Average weight/tube g | tbc |
| NexGen Spiral Guard | |
| Nest | 5 |
| Bundle | 250 (tbc) |
| Bag or box | Compostable box |

| Material | |
|---------------------|--|
| Tube | |
| Tie | |
| Tube colour | |
| Service life | |
| Biodegradable | |
| End of life | |
| Recycling options | |
| Recommended support | |

| NexGen Spiral Guard | |
|-----------------------------|--------------------------------------|
| Material | British wool + biodegradable polyols |
| NA | |
| Natural | |
| Minimum 5 years | |
| Yes | |
| Leave in situ to biodegrade | |
| Compostable outer box | |
| Cane | |

NexGen Spiral Guard Features & Benefits

Plant Welfare



Animal protection

Protects young plants from rabbits and small browsing animals.



Micro-environment

Ideal light transparency and spectrum to support photosynthesis and photomorphogenesis (plant form).



Wind protection

Delivers wind break effect, protecting plants on exposed sites.



Spiral / Coiled design

Expands with the growth of the tree.



Auto tree release

The spiral biodegrades to allow the tree to break free, avoiding any risk of strangulation.

* "After extensive testing Impact Solutions can confirm that the NexGen unique combination of materials will biodegrade. At around 5 years the tree shelters will start to break down resulting in neutral pH and ecotoxicity, and will become food for micro-organisms."

Steven Burns
Impact Solutions, Scotland

Lifespan



5 years protection

Confirmed by independent weathering certification* (depending on location, tree canopy, soil & microbes).



Strong recoil

To ensure spiral guard stays on the plant in windy conditions.



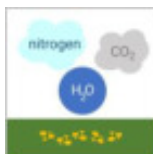
Natural colour

The colour changes over time blending into the natural environment with no loss of performance.



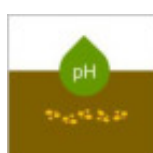
Supports biodiversity

Over time, mosses and lichens grow on the spirals, supporting a rich biodiversity.



No impact on environment

Breaks down as H₂O, CO₂ and nitrogen, becoming a form of 'bug food'.



pH and ecotoxicity neutral

Does not change soil pH levels when breaking down.



100% biodegradable

Because of the materials used, the NexGen range is 100% biodegradable.

Installation



Compostable boxes

In compostable cardboard boxes for ease of transport and handling.



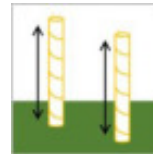
Nested

For ease of movement around site.



Easy to install

Drop over a slim plant or wrap around a more bushy species.



Longitudinally rigid

Meaning NexGen spiral guards retain their full height.



Can be left in situ

Especially useful when creating hedgerows (removing plastic spirals can be a challenge).



No removal needed

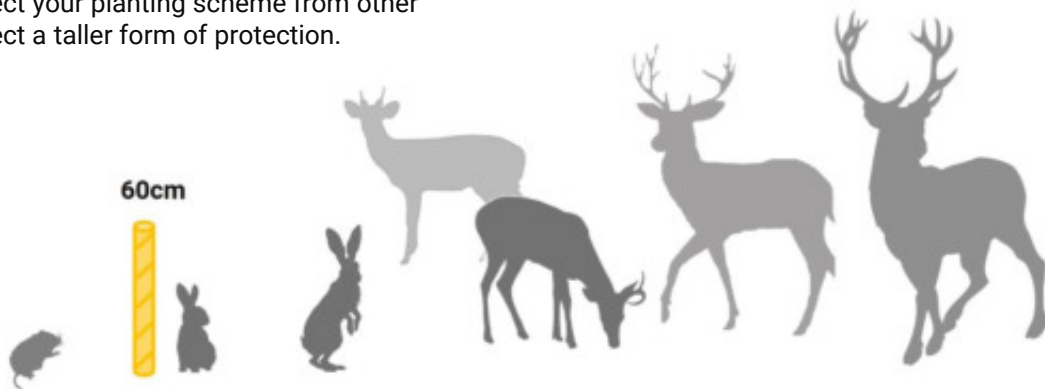
Save money – no collection or recycling needed.

NexGen Spiral Guard Range Choices

Height


Identify which damaging agent (animal) you wish to protect your plants from. This will influence the height of your protection. NexGen 60cm spiral guards can help protect against rabbits.

Should you wish to protect your planting scheme from other animals then please select a taller form of protection.



| Protecting against | Vole | Rabbit | Hare | Muntjac / Roe Deer | Fallow Deer | Red Deer |
|---------------------------------------|--------------|-------------|------|--------------------|-------------|----------|
| Minimum height of tube for protection | 20cm | 60cm | 75cm | 1.20m | 1.50m | 1.80m |
| Height of supporting (cane) or stake | Not required | 90cm (cane) | 90cm | 1.20m or 1.35m | 1.50m | 1.80m |

* It is advisable to use a longer cane for sandier, lighter soils.

NexGen Spiral Guard  Available Sizes

Diameter

NexGen spiral guards are nested (one inside the other), to save space and time when moving plant protection around a site.

NexGen spiral guards are (on average) 40mm diameter and as such are suitable for slim seedlings (ie not shrubs).



NexGen Spiral Guard Installation

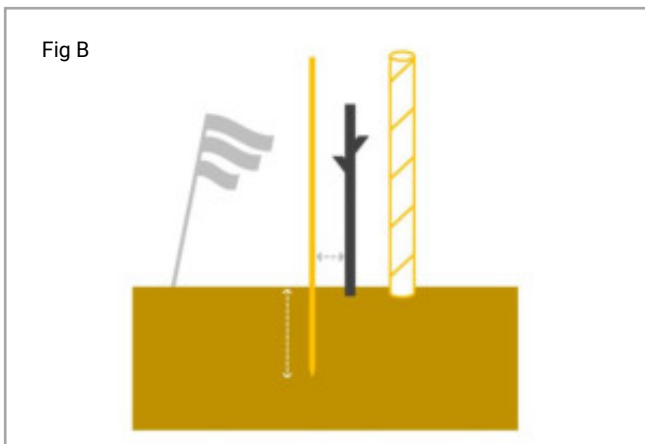
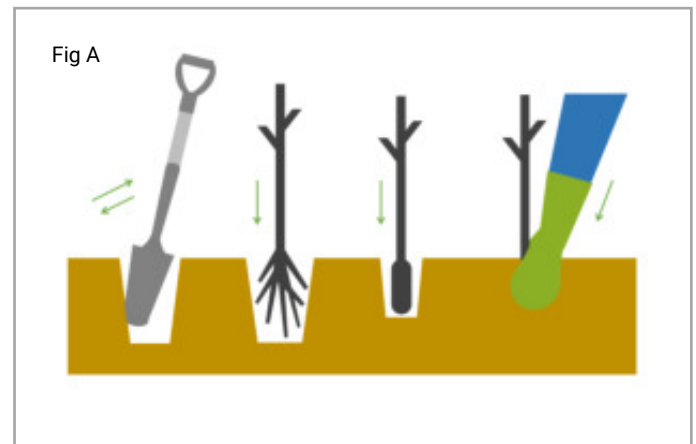
PLANT

Planting bare root or cell grown plants is a straightforward task, however, do not attempt to plant if the ground is frozen or waterlogged. Find a suitable position for your plants, bearing in mind future growth and potential height and spread at maturity.

Bare rooted or cell grown plants can be 'notch' planted in 3 steps (Fig A):

1. Begin by inserting the blade of a spade into the ground. Push the spade handle away from you and then bring it back towards you. Once you remove the spade, you will see that you have created a cavity or 'notch' in the ground.
2. **For bare root** - place the plant roots within the cavity and shake to ensure that all of the roots are in the cavity and pointing downwards. **For cell grown** - place the cell gently into the ground. Ensure the top of the plug (the soil surrounding the roots) is positioned at 2 to 4cm below the surface to avoid drying out.
3. Fill the cavity with soil. Use your heel to firm the soil around the plant to remove any air pockets. Once planted, give them a good water if practical to do so.

You are now ready to install your support and protection.

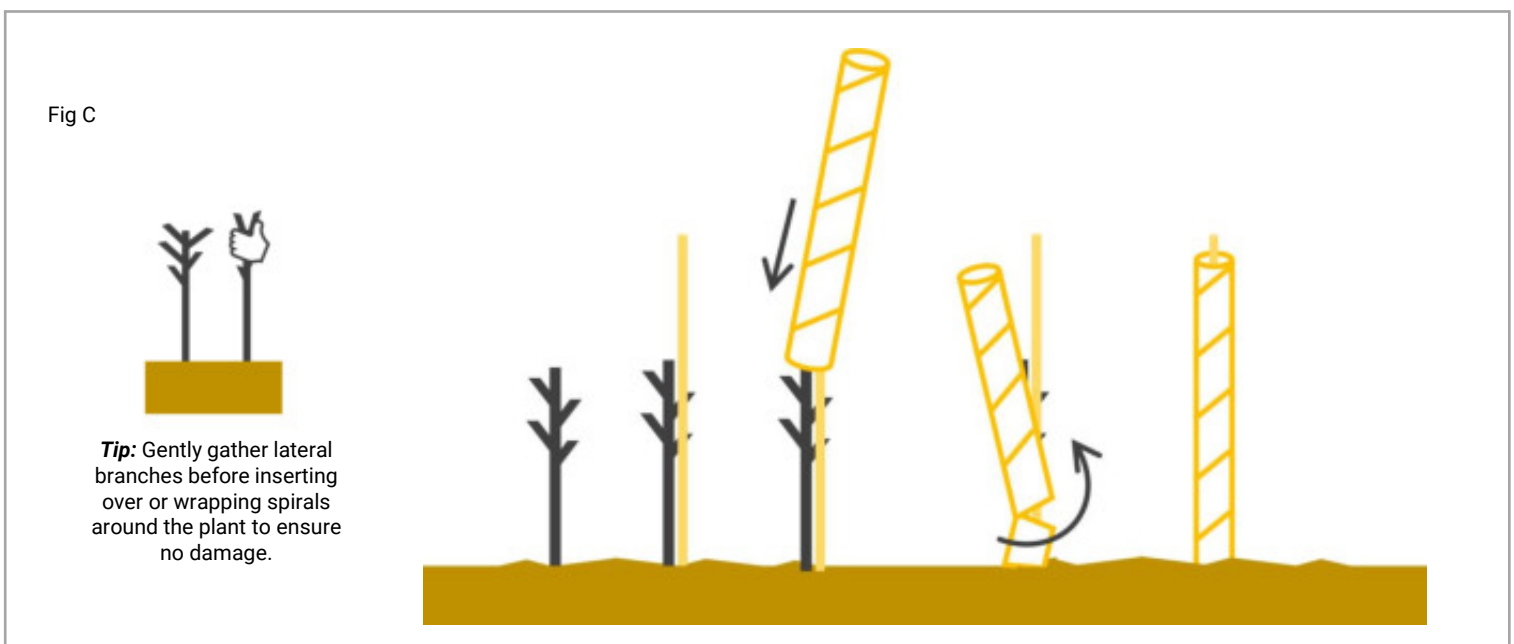


SUPPORT

1. After planting, position the cane on the windward side if there are strong prevailing winds, and between 2cm to 5cm from the base of the plant (Fig B).
2. Press the cane into the ground (ideally knocking 1/3 of its height into the ground). Ensure it is vertical (particularly important on sloping ground).

PROTECT

1. NexGen spiral guards can be installed by **feeding over the top** of the plant and cane - taking care not to damage any stems. Alternatively they can be **wrapped around** the plant from the base up. This is particularly useful for slightly broader seedlings (see Fig C).
2. You can leave NexGen spiral guards in situ because they will biodegrade.



Tip: Gently gather lateral branches before inserting over or wrapping spirals around the plant to ensure no damage.



1 WARRANTY AND APPLICATION OF WARRANTY

1.1 Subject to the terms and conditions of this Warranty Schedule and of the NexGen Conditions of Sale, NexGen warrants that the base material used to manufacture each [NexGen Tree Shelter] shall, for a period of five (5) years from the date of installation of each NexGen Tree Shelter (the **Warranty Period**), continue to function in accordance with the specification provided by NexGen.

1.2 The Warranty in clause 1.1 above applies only to NexGen Tree Shelters installed by (or on behalf of) the Buyer at sites in the United Kingdom between 1 October 2022 and 31 May 2023.

2 CONDITIONS

The Warranty in clause 1.1 is conditional upon and shall only apply if the Buyer:

2.1 installs each NexGen Tree Shelter:

- 2.1.1 at the relevant site within one (1) month of Delivery;
- 2.1.2 in accordance with good forestry practice (viewed in NexGen's reasonable opinion), with particular attention paid to the strength and durability of the stake and the orientation of the stake in relation to prevailing winds; and
- 2.1.3 such that the base of the NexGen Tree Shelter is pushed into the ground by at least 1 inch to prevent accidental ingress of herbicide and to discourage voles/mice from entering the NexGen Tree Shelter;

2.2 ensures that any hand and mechanical processes (including, without limit, weeding) are only carried out where blades/trimmer cords are prevented from coming into contact with the base of the NexGen Tree Shelter; and

2.3 ensures that, in placing its order for the NexGen Tree Shelters, it selects the correct height NexGen Tree Shelter as may be applicable for potential browsing animals at the installation site.

3 EXCLUSIONS

NexGen will not be deemed to be in breach of the Warranty in clause 1.1 if the base material used to manufacture each [NexGen Tree Shelter] does not, during the Warranty Period, function in accordance with the specification provided by NexGen as a result of:

3.1 damage caused by:

- 3.1.1 physical processes undertaken by the Buyer, such as mechanical weeding;
- 3.1.2 animal activity, including deer fraying, sheep rubbing etc;
- 3.1.3 a failure by the Buyer to comply with clause 2 of this Warranty Schedule;
- 3.1.4 freak weather conditions, such as violent storms/floods, heavy snow, landslips, fire etc;
- 3.1.5 subjecting the relevant NexGen Tree Shelters to unusual physical stress, site conditions or ground stability (viewed in NexGen's reasonable opinion);
- 3.1.6 the operation of any equipment or other plant items of the Buyer; or
- 3.1.7 accidental or deliberate destruction of or damage to the relevant NexGen Tree Shelters;

3.2 any use by the Buyer or a third party of the NexGen Tree Shelters other than for the purpose for which they were intended, or any act or omission of the Buyer or any third party or failure to follow the instructions of NexGen;

3.3 any modification, adjustment or repair to the relevant NexGen Tree Shelters made by the Buyer or a third party without the written consent of NexGen; or

3.4 any reuse or repurposing of NexGen Tree Shelters after their initial deployment.

4 REMEDY FOR BREACH OF WARRANTY

4.1 Any and all claims by the Buyer for a breach of the Warranty in clause 1.1 (each a **Warranty Claim**) shall be made strictly in accordance with this clause 4 and NexGen shall not be liable for any other claims made by the Buyer in connection with or arising out of the Warranty.

4.2 In the event that, within the Warranty Period, the Buyer considers that more than 10% of the NexGen Tree Shelters installed by the Buyer on any one site fail to comply with the Warranty in clause 1.1, then the Buyer shall notify NexGen as soon as it becomes aware of the same and provide reasonable evidence in connection therewith.

4.3 NexGen shall reasonably consider the relevant issues in a timely manner and shall confirm to the Buyer whether or not it accepts a Warranty Claim and, if not, the reasons why (along with reasonable accompanying evidence where relevant).



- 4.4 Where NexGen accepts any such Warranty Claim, and subject to the value of sum to be paid by NexGen in connection with the Warranty Claim exceeding a de minimis threshold of £1,000, NexGen shall pay a sum to the Buyer per faulty NexGen Tree Shelter, to cover the cost of a replacement NexGen Tree Shelter, a replacement tree and labour to replant and install the same. Such sums shall be calculated in accordance with a scale published by NexGen from time to time. Any such payment shall be the Buyer's sole and exclusive remedy for the relevant Warranty Claim and NexGen's only liability with respect to a breach of the Warranty in clause 1.1.
- 4.5 In the event that NexGen does not accept a Warranty Claim, NexGen shall be entitled to claim from the Buyer NexGen's reasonable out-of-pocket costs and expenses (including, without limit, time costs and travel and accommodation costs) incurred in connection with investigating the relevant Warranty Claim. NexGen may invoice the Buyer in advance or in arrears for any such costs and the Buyer shall pay the same within 10 days of the date of the invoice.

5 INCORPORATION INTO AGREEMENT

- 5.1 This Warranty Schedule shall be deemed incorporated into and shall form part of the Agreement for the purchase of Goods by the Buyer from NexGen. All defined terms used in this Warranty Schedule shall, save where specifically defined herein, have the meanings given to them in the NexGen Conditions of Sale.
- 5.2 In the event of any conflict between the terms of this Warranty Schedule, the Order Form and/or the Conditions of Sale, the following order of precedence shall apply to determine which conflicting provisions prevail:
- 5.2.1 the Order Form;
 - 5.2.2 the Conditions of Sale; and
 - 5.2.3 this Warranty Schedule.

NexGen Tree Shelters Limited

Last revised September 2022