



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 (60 months) from the agreed date of registration or, (if earlier) the date that is one month from the date of Delivery, of the relevant 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, European Union or other agreed territories between 1 October 2023 and 31 May 2024.

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

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Please note: The NexGen Tree Shelters Limited warranty is automatically attached to a NexGen product. NexGen is not regulated to give any advice regarding the warranty policy.