

**GC&P**<sup>TM</sup>  
Genesis Group

**CONSTRUCTION  
PAVING**  
It's A Revelation



**Client:**

**Address:**

**Date Issued:**

**Authorised By:**



- 1) GC&P shall only become obliged to honour said warranty upon the later of the following:
  - ◆ Satisfactory Completion of the Works,
  - ◆ Receipt of Completed Sign-Off document; and
  - ◆ Full payment of all amounts due to GC&P in accordance with the terms as stipulated in Item 5 of the Q+PP having been received.
- 2) GC&P shall, upon receipt of all payments due and the Completed Sign-Off document and with effect from such date, warrant its workmanship at the Premises as completed in accordance with the Q+PP and shall make good on any finding in contradiction with its warranty, for the period as stipulated in Item 3 of the Q+PP, by remedying any patent defects, slippage or other fault which may appear, due either to inferior materials or workmanship not in accordance with the terms hereof. GC&P shall attend to such remedial work within a reasonable time from receipt of the Client's notification thereof and, unless otherwise mutually agreed upon in writing, at no additional cost to the Client.
- 3) This warranty given by GC&P shall become null and void and shall become unenforceable in the event of either the Client, or any third party performing, or attempting to perform any alteration, repair or change to the Works, or any portion thereof at any time before or after Practical Completion.
- 4) The above warranty shall exclude any faults, defects or damages arising or resultant from the following:
  - ◆ Frost after Practical Completion of the Works;
  - ◆ Heavy rain after Practical Completion of the Works;
  - ◆ Damage caused by heavy vehicles (Maximum Loaded Weight exceeding the weight specified in Item 3 of the Q+PP);
  - ◆ Damage caused as a result of disturbing the paving installation to carry out other construction/installation/repair work;
  - ◆ Neglect, negligence, misuse, abnormal use, incorrect or poor maintenance or after-care,
  - ◆ Normal shrinking, geological disturbances, efflorescence, sub-surface water, clay type soil, settlement of the ground below the base prepared by GC&P in terms of the Q+PP;
  - ◆ Infestation of ants or other insects;
  - ◆ Infestation of weeds;
  - ◆ Any act or omission (whether intentional, negligent or accidental) by the Client or any third party;
  - ◆ Any risk actually insured against by the Client, or insurable against in terms of homeowner's / building insurance policies normally issued by leading South African insurance companies in respect of the type of Premises;
  - ◆ Normal wear and tear;
  - ◆ Acts of God;
  - ◆ Consequential damage from any of the aforesaid events.
- 5) GC&P does not guarantee any installation where re-grouting of existing paving is requested by Client. Before the work starts the Client is made aware of the high-pressure washing process required to remove existing grout and the potential consequences thereof, for example the erosion effect on the base.
- 6) GC&P will not be liable for any failure of the subbase where the grouting was removed and re-done, as no base work is carried out during the re-grouting process.
- 7) The Warranty is given to The Client and not to the site/property where the Works were executed, and the Warranty isn't transferable.

\*Q+PP stands for Quotation & Project Particulars