

Warranty Policy

Introduction

Meristem Design Limited provides high-quality green infrastructure products and installation services. This Warranty Policy explains the warranty available for our products and services, together with the maintenance requirements that must be followed to remain eligible for warranty claims.

Where available, we strongly recommend entering into a maintenance contract with Meristem. Where this is not possible, the maintenance requirements set out in Schedule 1 should be followed.

Definitions:

Conditions: means the terms and conditions provided with the Order together with any warranty maintenance guidance provided.

Contract: means the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with the Conditions.

Customer / You: the person or firm who purchases the Goods and / or Services from the Supplier.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, which is agreed in writing by the Customer and the Supplier.

Maintenance Guidelines: the guidelines set out at Schedule 1 of this Policy.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of the Supplier's quotation, unless agreed otherwise in writing between the Supplier and Customer.

Policy: means this warranty policy.

Services: means the services, supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Understanding the policy

This Policy should be read together with the Contract, Conditions, Goods and/or Service Specification and Schedule 1.

Warranty claims may be made where the requirements of this Policy have been met

1. Warranty Period and Claims Procedure

Subject to clause 5.4 of the Conditions, the warranty period for all Goods and Services provided by the Supplier is 12 months from the date of delivery (**Warranty Period**), providing the Goods:

- Conform in all material respect with the Goods and/or Service Specification;
- Are free from material defects in design, material and workmanship;
- Are of satisfactory quality (within the meaning of the Sales of Goods Act 1979); and
- Are fit for any purpose held out by the Supplier.

In the event, the Goods and/or Services do not conform to the requirements and the Order is within the Warranty Period, the Customer will notify the Supplier in accordance with clause 5.2 of the Conditions.

2. Warranty Coverage

The following list of Goods and Services are covered by the Policy:

- Living walls;
- Metal planters;
- Planting; (applicable under a maintenance contract with Meristem Design)
- Parklets;
- Timber planters; and
- **other street furniture**

The Warranty Period in relation to any planting and botanical goods is only covered under the Meristem maintenance contract as per the 'Planting' section detailed in 'Schedule 1' below.

During the Warranty Period, if a claim is made in respect of the above Goods and Services, the Supplier is entitled to:

- Examine such Goods; and
- The Customer may be required to return the Goods to the Supplier's place of business at the Supplier's cost. The Supplier shall reimburse any reasonable expenses provided this is evidenced (receipts);

Accordingly, the Supplier shall repair or replace the defective Goods or refund the price of the defective Goods in full. This is further detailed in clause 5.2 of the Conditions.

3. Warranty Exclusions

The Warranty does not apply where:

- the Customer makes further use of the Goods after informing the Supplier using the procedure cited in clause 5.2 of the Conditions;
- the defect arises because the Customer failed to follow the Supplier's oral or written instructions or guidance in respect of storing, installing or commissioning, using or maintaining the Goods;
- the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
- the Customer alters or repairs the Goods without the written consent of the Supplier;
- the defect arises as a result of wilful damage, negligence, or abnormal use of which the product was not designed for;
- the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
- splits and warping have occurred in timber as a result of natural processes when wood expands and contracts (this will not affect the stability of the planters)
- unforeseen/uncontrollable events such as severe high winds, widespread flooding or extreme temperatures; or
- any other unforeseen damage whether it was caused accidentally or intentionally.

4. The law applicable to this policy

This Policy, all agreements and any dispute or claim made arising out of or in connection with it or its subject matter or formation between the Customer and the Supplier shall be governed and construed in accordance with the laws of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1: Maintenance Requirements

If you have a problem with your purchase or the service you have received, please contact the team right away so we can advise of the best course of action to make it right.

Compliance with the maintenance requirements in Schedule 1 is a condition of this Warranty Policy unless otherwise agreed in writing.

Warranty Description

The following list of products and services explains the steps you should take to stay within your warranty. There are a few unforeseeable events that are unfortunately outside of the warranty, but we will do our best to help you regardless.

Planting

All planting has basic needs and must be sufficiently watered, fed and cared for if you expect it to establish and thrive. Plants and trees will require regular watering in dry periods. Insufficient watering will more than likely result in the planting to fail.

The location and species of your plants, shrubs or trees will determine the frequency of watering and feeding required.

If you choose not to enter into a maintenance contract with us, Meristem can provide maintenance guidance; however, responsibility for ongoing maintenance rests with the Customer or their appointed contractor.

Plant replacement is only provided where the planting is covered by a Meristem Design maintenance contract. Plants that fail within three (3) months of planting will be replaced free of charge, except where failure results from vandalism, accidental damage or circumstances outside Meristem Design's reasonable control.

Metal Planters, Parklets and other Street Furniture:

Cleaning

Metal surfaces must be wiped down with soapy water at least once every 6 months or once a month in coastal areas. This will help prevent the ingress of contaminants and moisture that could lead to oxidation, paint peeling, leachate and other surface defects.

Surface Damage

Defects or damage to the surface should be sanded back, primed with a zinc spray paint primer and painted with a top layer of paint as soon as it is noticed to halt oxidation, lifting, flaking or bubbling of painted surface. For this reason, to remain eligible for warranty cover, Customers are expected to either enter into a maintenance contract with the Supplier or follow the maintenance requirements set out in Schedule 1.

Corrosion

This is important as corrosion as a result of mechanical damages cannot be included in the warranty.

Over time you may expect some signs of rust or paint failure to occur, especially with planters kept outside. Some bubbling or paint blisters may occur as water can find it's way through the protective layer of paint. This can be minimised or even prevented altogether but it is reasonable to expect this as part of the wear and tear of metal work over time.

Leachate

Staining on the pavement or surrounding surfaces may occur from minerals in the soil, algae, aggregates or oxidation run off from metal surfaces. The Customer is responsible for cleaning affected surfaces as required (at least once a week depending on the level of leachate). Meristem Design cannot be held responsible for staining due to insufficient cleaning of surfaces.

Timber Planters including SuDS planters and green screens:

Timber should be treated at least once annually with an appropriate preservative such as oil or wood stain and may need pressure washing or scrubbing to remove any algae or other organic matter that has accumulated on the surface. Removing litter and clearing spillages will also prolong the lifespan of timber.

Timber that has not been maintained in accordance with these requirements will not be covered by this Warranty

Living Walls:

Irrigation is an essential part of a living wall system as some troughs are often out of reach of the rain or a watering can/hose. This must be periodically checked for any problems in accordance with our recommendations and switched off when temperatures fall below freezing.

The irrigation system should be inspected regularly to ensure it is operating correctly and that emitters, pipework and irrigation lines remain free from blockages or damage.

Failure to follow these instructions may result in the failure of planting.

Typical Maintenance Activities

What is included in a maintenance contract - The list below gives an example of a maintenance package, we will provide you with Service Specifications of this, relevant to your Order:

1. Watering plants and trees to their specific watering requirements
2. Removal of leaves and other debris from the planters
3. Cleaning of both plants and planters (removal of graffiti is an additional charge)

4. Feeding of plants and trees during the growing season
5. Pruning and trimming the plants and trees where necessary
6. Control of pests and diseases
7. Plant replacements for natural failures
8. Topping up mulch to 50mm depth once per year
9. Monthly planter safety check and detailed report sent to the client

Without appropriate aftercare, planting is likely to fail, particularly during the establishment period.

Dirt will also accumulate on surfaces and take its toll over time if not managed properly, this may cause degradation to metal and timber surfaces including rust and leachate build up. Damage sustained following installation can accelerate this process.

If the suggested level of maintenance is in place, we will offer to replace or repair your purchase within 1 year from the date of installation in line with the terms set out in this warranty. This includes:

- Powder-coated planters and furniture
- Timber planters and furniture
- Base planting
- Trees

Any defects or problems beyond this period will be assessed on a case-by-case basis between Meristem Design and yourself.

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