

Killgerm® BC Bird Spikes

Use Guidance & 10-Year Manufacturer Warranty

Thank you for purchasing the Killgerm BC Spikes system (**Product**) that is engineered to deliver long-term, humane bird deterrence when selected, installed, and maintained correctly. This warranty covers the Product integrity only and does not guarantee complete bird exclusion, as effectiveness may vary depending on environment and installation conditions.

1. Purpose of the Product

The Product is designed to discourage birds from landing and perching on ledges, rooflines, signage, and similar structures. The Product functions as a physical deterrent only and is not intended to trap, injure, or harm birds. Use of the Product must comply with applicable wildlife legislation, including restrictions relating to nesting birds.

2. Installation Standards

Installation must be undertaken by a suitably competent person. The installation surface must be sound, clean, stable and capable of supporting a permanent fixing. Fixing methods and adhesives must be selected to suit the substrate and exposure conditions. Incorrect installation may reduce effectiveness and may invalidate the warranty cover.

3. Regulatory Responsibility

Responsibility for compliance with wildlife law, planning controls, and health and safety obligations rests with the installer and/or end user. Killgerm cannot accept responsibility for issues arising where the Product is installed or used in breach of regulatory requirements.

4. Performance Expectations

The Product is supplied as a deterrent measure and not as a guaranteed prevention system. Performance may vary depending on bird species, site layout, environmental exposure, coverage density, standard of installation and various other factors.

5. Manufacturer Warranty – 10 Years

Killgerm warrants, to the original purchaser who holds proof of purchase, that this Product will remain free from material manufacturing defects for a period of ten (10) years from the original purchase date (**Warranty Period**) provided the Product is used

for its intended purpose and installed and maintained in accordance with Killgerm instructions. This warranty is provided in addition to statutory consumer rights.

Where a valid defect is confirmed within the Warranty Period, Killgerm will determine the appropriate remedy, which may include repair, replacement, or refund of the original purchase cost. No repair or replacement does not extend the original Warranty Period or duration of warranty.

6. Warranty Limitations

The warranty does not apply where failure or damage of the Product is a result of incorrect installation, unsuitable fixings, substrates or adhesives, unauthorised modification or repairs, impact damage, misuse, abuse, neglect, vandalism, accidental damage, normal wear and tear and ageing, lack of reasonable inspection, damage caused by extreme weathers or exposure to abnormal environmental conditions.

7. Inspection and Ongoing Care

The Product and Product installations should be checked and recorded, with photographic evidence, 6 monthly to confirm that fixings remain secure, the Product is free from excessive debris, and no damage or displacement has occurred. Failure to carry out reasonable checks may affect the warranty eligibility.

8. Liability Statement

Nothing in this document is intended to exclude or limit liability where such exclusion is not permitted by law.

Subject to this, Killgerm is not responsible for consequential losses, loss of revenue, loss of use, loss of business opportunity, or costs associated with access, installation, removal, or reinstatement. Liability is limited to the value of the Product supplied.

9. Warranty Claims Process

Warranty claims must be supported by proof of purchase and details of the reported defect and installation environment. At times, Killgerm may ask that the Product or part of the Product is sent to their registered office address of Killgerm, Wakefield Rd, Ossett, West Yorkshire, United Kingdom, WF5 9NJ, by way of recorded delivery, at the expense of the purchaser, to inspect the defect. Killgerm reserves the right to inspect the Product site before accepting any claim.

10. Severance

If any provision of this Warranty (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of this Warranty.

11. Governing Law

This Warranty and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Warranty, its subject matter or formation (including non-contractual disputes or claims).

To submit a claim, please:

Contact us at sales@killgerm.com / 01924 268400 providing a proof of purchase and description of the issue with all supporting documents.