

# Product warranty

A close-up photograph of a metal window track. The track is silver-colored and has several rectangular cutouts. A metal latch mechanism is visible, consisting of a curved metal piece that fits into one of the cutouts. The background is a plain, light-colored wall.

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Thank you for choosing Westbury products, which are manufactured to high and exacting standards.

This Product Warranty is applicable for (up to) ten years on the stated items, from the date goods are ready for delivery and is subject to Westbury Windows & Joinery Ltd Standard Conditions of Sale. The benefit of this Product Warranty shall apply only to the Customer and may only be assigned or transferred with the written consent of the Company.

## 05.1 WHAT IS COVERED?

This Product Warranty covers the following items as specifically detailed below:

### WOOD FRAME & SASH

The Company warrants that all wood components are free from defects of workmanship or materials that would affect performance for a period of (10) ten years.

### SURFACE TREATMENT

The Company warrants that standard three coat opaque finished joinery is warranted for (5) five years (excluding natural resin exudation). Accoya faced products are warranted for (8) years. Regular maintenance inspections of at least yearly intervals must be undertaken by the Customer and external surfaces should be cleaned quarterly. For non standard paint finishes and non standard timber profiles, see item 2.2 below.

### IRONMONGERY

The Company warrants hinge systems for (10) ten years and handles for a period of (5) five years to be free from functional failure. Surface finishes for handles and catches are not covered by this warranty. Our liability is limited to replacing the parts.

### DOUBLE GLAZED UNIT

The Company warrants that glass will comply with Glass and Glazing Federation visual quality standards. The Company warrants that seals on the double glazed units will be free from failure (here "failure" meaning failure of the insulation glass unit resulting in penetration of moisture into the air space and appearance of moisture on the glass inside the air space) for a period of (10) ten years. If failure occurs in the first five years the Company will be responsible for the re-glazing costs (Materials and installation). If the failure occurs in the second five years the Company's obligations hereunder are limited only to supplying the replacement glazing units. The Company reserves the right to supply a replacement whole sash with glass as an alternative to a glass panel.

No other glass defect or phenomena is covered by this warranty. Glass spacer bar codes visual aspect and positioning of toughened glass kite marks are not covered by the warranty. Temporary glass handling marks (e.g. sucker marks) are not covered by this warranty.

## 05.2 EXCLUSIONS

This warranty shall be void where:

1. Damage to the surface coatings has occurred by physical damage, abrasion (e.g. window cleaners), pet damage, chemical damage, damage caused by bad maintenance or poor design of the building. Stained window frame and door frame cills are not covered by the warranty
2. Where non-standard paint finishes or non standard wood profiles were ordered by the Customer there is no warranty\*
3. Damage has occurred as a result of faulty installation (including wrong positioning), repairs, alterations or work processes or pollution from the surrounding area including salt laden air
4. Damage has occurred from excessive cleaning processes or hosing down of product
5. Products have been stored by the Customer in unventilated areas prior to fitting, or have been left unventilated during the construction process
6. Products have been used in swimming pool enclosures without operational mechanical ventilation including enclosed areas with inadequate ventilation and third party fixings or finishes
7. Surface wear has gradually been caused by natural elements including coastal exposure to salt laden air
8. Damage has been caused by external causes outside the control of the Company which shall include, but is not limited to accident, fire, disaster or burglary
9. Products have been exposed to unusual physical conditions
10. Where translucent stain is requested there will be shade differences between products and also within the same product and some manufacturing process may be evident. This is not a defect on the product but a natural occurrence when using translucent stain. All surface treatment warranties are subject to environmental conditions of the site, location and adherence to the care and maintenance procedures stated in the Company's site instructions

## 05.3 CLAIM PROCEDURE

If you have a valid claim please contact our office in the first instance requesting a claim form.

Any claim by you which is based on any defect in the quality or condition of the Products (referred to in paragraph 1 above) or their failure to correspond with specification shall be notified to us within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days after discovery of the alleged defect or failure, failing which we shall not be liable under the Warranty.

## 05.4 VALIDATION

If necessary it rests with the Customer to substantiate the date of despatch of products from the Company, proof of purchase and provide maintenance record. Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet specification is notified to us, our sole liability shall be to repair the Products or replace the Products (or the part in question) free of charge at our sole discretion, or refund you the price of the Products (or a proportionate part of the price).

## 05.5 LEGAL INFORMATION

Your attention is also drawn to the provisions of the Warranty set out in the Company's Standard Conditions of Sale (and below).

The Company shall be under no obligation to offer a Warranty or be under any liability whatsoever:-

1. in respect of any defect in the Products (referred to in paragraph 1 above) arising from any drawing, design or specification supplied by you
2. in respect of any defect arising from fair wear and tear; wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing), misuse or alteration or repair of the Products (referred to in paragraph 1 above) without our approval or improper or inadequate maintenance by you
3. if the total price for the Products has not been paid for and any monies are owed to the Company by the Customer

The Company shall not be liable under the Product Warranty if the Customer permits persons other than the Company's authorised representatives to effect any replacement of parts, maintenance adjustments or repairs to the Products.

The Company shall not be liable for incidental, indirect or consequential damages of any kind.