

## WARRANTY

This Warranty is subject to, and forms part of, the Seller's Conditions, which are available at <http://uk.glasdon.com>

- 1.1 The provisions in clauses 1.2, 1.3, 1.5 and 1.6 do not apply to the Excluded Components and references to the Goods in these clauses do not include any Goods which are Excluded Components and Excluded Products as denoted on <http://uk.glasdon.com>
- 1.2 The Seller warrants that on delivery, and for a period of 5 years from the date of delivery (**Warranty Period**), the Goods (other than the Excluded Components and Products) shall:
  - (a) conform in all material respects with their description and any applicable Specification; and
  - (b) be free from material defects in design, material and workmanship;
- 1.3 Subject to the further provisions of this Warranty:
  - (a) if the Buyer gives notice to Seller by telephone on 01253 600414 or [enquiries@glasdonuk.co.uk](mailto:enquiries@glasdonuk.co.uk) during the Warranty Period, and within a reasonable time of discovery, that some or all of the Goods do not comply with clause 1.1; and
  - (b) the Seller is given a reasonable opportunity to examine the Goods

the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full (or in the case of a Buyer who is contracting as a Consumer, decide themselves whether they would like a repair, replacement or refund).
- 1.4 The Buyer must:-
  - (a) comply with all the Seller's (or the Manufacturer's) reasonable requests in relation to the Goods including, without limitation, promptly providing full details of any fault and cooperating with the Seller (or the Manufacturer) to assist it to determine and resolve the fault;
  - (b) promptly return the Goods to the Seller or the Manufacturer (at the Buyer's cost) if requested to do so;
  - (c) cease using any defective Goods immediately it becomes aware of such defect;
  - (d) provide the original (and dated) proof of purchase of the relevant Goods to the Seller or the Manufacturer upon request; and
  - (e) where Goods have been damaged in transit prior to delivery, notify the Seller as soon as possible and (where the Buyer is not a Consumer) not later than 24 hours after delivery.
- 1.5 The Seller shall not be liable for the Goods' failure to comply with this Warranty if:
  - (a) a defect arises because the Buyer fails to follow the Seller's oral or written instructions as to storage, installation, use or maintenance of the Goods, or if there are none, good trade practice. This includes (without limitation):
    - (i) failure to follow all installation and operating instructions and manuals;
    - (ii) failure to provide recommended and/or adequate maintenance;
    - (iii) damage resulting from the misapplication or misuse of parts.

- (b) a defect arises because the Goods are not installed and used in accordance with the Seller's or the Manufacturer's design, installation and operating parameters;
- (c) a defect arises because of improper installation carried out by the Buyer;
- (d) a defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;
- (e) the Buyer notifies the Seller after the expiration of the Warranty Period (in relation to which time is of the essence);
- (f) the defect relates to materials the Buyer asked the Seller to incorporate or to finishes the Buyer requested which are not part of the Seller's standard products;
- (g) the Buyer makes further use of the Goods after becoming aware of any defect;
- (h) the Buyer alters or repairs such Goods without the written consent of the Seller;
- (i) a defect arises due to the use by the Buyer of defective equipment or apparatus provided by the Buyer (or any customer, end user or third party);
- (j) a defect arises from misuse, abuse, neglect, vandalism, accident, improper installation by the Buyer, fair wear and tear, wilful damage, negligence or abnormal working conditions (and to the extent this is not caused directly by the Seller);
- (k) a defect is caused by exposure to petroleum distillates (such as solvents, chlorine, acidic chemicals) or industrial oils;
- (l) a defect is caused by the Goods being used or operated incorrectly and/or not in accordance with published ratings, specifications or instructions (including but not limited to environmental specifications identified by the Seller);
- (m) the defect relates to or arises from consumable items supplied or used with the Goods including, without limitation, batteries and other accessories
- (n) a defect is in or relates to glass or to glass breakages;
- (o) a defect relates to any type of aesthetic changes, including but not limited to, discolouration, staining, or surface deterioration, resulting from oxidation or corrosion of stainless steel, aluminium or galvanised steel parts installed in unusually corrosive environments, such as marine and industrial atmospheres. In such cases, the Seller's sole obligation shall be to ensure that the Goods conform to the Seller's published material specifications at the time of delivery.

References to the Buyer in this clause 1.5 include (without limitation and where the context so allows) third party contractors appointed by the Buyer.

- 1.6 Where a defect relates to coating systems the Warranty Period shall be **the shorter of** any warranty or guarantee period or life expectancy provided, advised or proposed by the manufacturer of such coating systems **and** 5 years from the date of delivery.
- 1.7 Except as otherwise provided in this Warranty, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with 1.2.
- 1.8 In relation to the Excluded Components only the Seller will use its reasonable endeavours to procure that the Buyer will benefit from the terms of any warranty

provided by the Manufacturer in relation to the Excluded Components and provided that the Buyer must comply with clause 1.4 and the provisions of any such Manufacturer's warranty and the lawful requirements of the Manufacturer. Except as otherwise provided in this clause 1 or as required by law the Seller will have no liability to the Buyer in respect of the Excluded Components.

1.9 Except as specifically provided in this Warranty the Seller will have no liability or responsibility for or in connection with the installation or removal of any Goods (or any components thereof) or the installation or removal of any goods (or components thereof) for inspection, testing or redesign.

1.10 **If the Buyer is contracting as a Consumer, the warranties set out in this clause are in addition to their legal rights in relation to Goods which are faulty or which otherwise do not conform with these Conditions and will not reduce those legal rights in any way.**

1.11 If the Buyer is not contracting as a Consumer then the warranties, rights and remedies set out in this Warranty constitute (subject to the Seller's Conditions) the entire and exclusive rights and remedies available to the Buyer in relation to the matters set out and described in this Warranty.

In this Warranty:-

**“Buyer”** is the person, organisation or company who buys or agrees to buy the Goods and/or from the Seller.

**“Conditions”** the Seller's terms and conditions of sale , as amended from time to time.

**“Consumer”** means an individual Buyer acting outside the context of a trade, business or profession who buys or agrees to buy the Goods and/or Services from the Seller.

**“Excluded Components”** means (materials, components or products that are installed within or form part of the Goods, but which are manufactured by a third party, including (without limitation) electrical fixtures (such as air conditioning units, space heaters, mechanical ventilators, water heaters and hand wash facilities, appliances, fire alarms, and smoke detectors) and internal fixtures and fittings such as hinges, locks and other movable parts .

**“Excluded Products”** Products denoted on <http://uk.glasdon.com> as having an alternative specified warranty period

**“Goods”** the goods (or any part of them) set out in the Order.

**“Manufacturer”** any manufacturer of the Goods (including the Excluded Components)

**“Order”** the order placed by the Buyer for the supply of Goods and/or Services, as specifically agreed by the Seller.

**“Seller”** is Glasdon U.K Limited registered in England and Wales with Company Number 02160576.

**“Specification”** means any specification for the Goods and/or Services including any related plans and drawings, that is agreed in Writing by the Seller and Buyer.