

1. Our Warranty

1.1 - Subject to the exceptions set out below in this clause, we warrant that, on delivery and for the appropriate period set out below in clause 1.2 and clause 1.3, the Products shall be free from material defects.

1.2 - Subject to clause 1.3, the warranty period for Products which we have installed at your property is **five years from the date of installation**. If we have only supplied the Products and have not installed them for you, the warranty period is with your contractor whom shall contact us directly.

1.3 - The warranty period for foiled and coloured Products, including woodgrain is **2 years from the date of installation-**

1.4- The warranty period for hardware is one year from the date of installation- ie handles, locks, hinges, gaskets.

1.5 - The warranty in clause 1.1 does not apply to any defect in the Products to the extent such defect arises from:

1.5.1 - fair wear and tear

1.5.2- Upvc or Composite doors that have “dropped” are covered by a free adjustment within 2 years of installation.

1.5.2 - wilful damage, accident, negligence by you or by any third party;

1.5.3 - failure by you or a third party to use the Products in accordance with the relevant user instructions including those available on our website;

1.5.4 - any alteration or repair by you or by a third party who is not one of our authorised repairers;

1.5.5 - inclement weather where it would not be reasonable to expect the Product to withstand such weather without damage;

1.5.6 - any specification provided by you or on your behalf;

1.5.7 - subsidence due to soil shrinkage or underground workings (e.g. a mine);

1.5.8 - the failure of foundations or structure where these have not been constructed by us;

1.5.9 - discolouration or frost damage to brickwork or minor defects to plaster or brickwork due to settlement; or

1.5.10 - any defect caused by warping, shrinkage, or expansion if such defect occurs more than five year after we have provided any installation services.

1.6 - The warranty in clause 1.1 does not apply in respect of marks on glass which are not visible when viewed:

16.1 - from a distance of more than 3000mm if the glass is toughened and laminated glass which is within the Glass and Glazing Federation Guidelines; or

1.6.2 - 2000mm in all other cases.

16..3- Glass units are guaranteed for five years in Upvc frames and one year in timber frames for steaming/fogging up. Timber frames must be maintained by the customer to prevent them from the above.

16.4 - We give no guarantee, warranty or condition that the installation of the Product will eliminate or reduce condensation from your property as condensation is inevitable in any property which is not adequately ventilated.

1.6.5- If we are providing installation services, we cannot guarantee that any of your existing doors, windows, frames or other items removed in the installation of the Product will be reusable elsewhere and unless requested by you in writing, we will automatically remove and dispose of all items removed in installation.

1.6.6- All claims under this warranty must be made in writing and sent to Atherstone glass & glazing, Unit 27 Carlyon Road, Atherstone, CV9 1JH.

1.6.7- All works carried out under the warranty will be carried out between 8:00 and 15:30, Monday to Friday (excluding public holidays).

1.6.8- The warranties in this clause 12 are in addition to, and do not affect, your legal rights as a consumer in relation to any Products or services that are from your local Citizens' Advice Bureau or Trading Standards office

1.6.9- All double glazed units manufactured with planitherm glass may have external wet spots in the mornings when it is cold outside and warm inside. This is normal and will normally disappear by midday

2. Our Liability

2.1. Should your composite door bow or warp we will replace the door slab within 5 years from the date of installation, The bow must exceed the suppliers tolerance of 5mm to warrant a replacement. Movement is to be expected on composite slabs.

2.2 In the unlikely event we receive a call back due to poor workmanship we will rectify in full any issues free of charge within 2 years of installation.

2.3 - If we fail to comply with these Sale Terms, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach of these Sale Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the relevant Contract.

2.4- If we are providing any services in your property, we will make good any damage to your property caused by us while doing so including any damage caused to plaster, floors,

rendering or brickwork immediately surrounding any Products we have installed. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. Except as set out in this clause 13, the cost of redecoration following installation of our Products will be your responsibility.

2.5 - We only agree to supply our Products and provide our services to you for domestic and private use. You agree not to use any of our Products or services for any commercial, business or resale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

2.6 - We do not in any way exclude or limit our liability for:

2.6.1 – death or personal injury caused by our negligence;

2.6.2 - fraud or fraudulent misrepresentation;

2.6.3 - any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979 or section 17 of the Consumer Rights Act 2015 (title and quiet possession);

2.6.4 - any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 or sections 9 to 11 and 13 of the Consumer Rights Act 2015 (description, satisfactory quality, fitness for purpose and samples);

2.6.5 - defective products under the Consumer Protection Act 1987; or

2.6.6 - any other matter in respect of which we cannot exclude or limit our liability by law.

3. Our charges

3.1 Please note our call out charge for works out of warranty is free of charge, however the following fees will apply if we are requested to carry out any works:

3.1.1 £50.00 + VAT for manual adjustments/corrections.

3.1.2 Parts required will be extra to the above charge.