



## **Hardware Warranty**

### **The Seller**

The warranty is given by the Seller subject to the following conditions:-

1. The distributor of the hardware hereinafter known as ("the seller") warrants that all rollers, guides, hinges, shoot bolt locks, handles & magnetic door holders products for use in doors of the type known as bi- fold doors hereinafter known as "the goods" will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 10 (ten) years.

1.1 Subject to conditions set out in this document, the warranty is also unaffected if the buyer installs the goods.

1.2 The Seller shall not be liable under the above warranty (or under any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

1.3 The Seller shall be under no liability to replace any goods which have deteriorated due to them being stored in unsuitable environment or for an unusually long period, used in extreme climates such as coastal areas or marine environments. Under these circumstances an upgraded maintenance schedule is required as deemed appropriate by the Buyer or end user.

### **The Re-Seller**

2. The buyer hereinafter known as ("the re-seller") warrants that all purchases from the seller hereinafter known as "the goods" will be maintained to the sellers specification and will be free from defects in material and workmanship for a period set between the buyers own warranty policy and the end users.

3. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, faults arising from the buyers own manufacturing and/or installation defects of the doors, failure to follow the re-seller's installation and end users instructions on bi-fold door operation and/or adjustment instructions (whether oral or in writing), misuse or alteration, or failure to maintain the goods in accordance with the re-seller's maintenance schedule

4. Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

5. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 (seven) days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

6. Where any valid claim in respect of any of the Goods which is based on any defect in the Quality of condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions the Seller shall be entitled to replace or repair the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.

7. Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expensed or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or result by the Buyer except as expressly provided in these Conditions.

DATE: FEBRUARY 2019 (Next review date February 2021)