

PRODUCT WARRANTY

Site:

Customer: Merstham Glass

Product:

A Plus Windows & Doors Ltd warrants in relation to the product that it will (at A Plus choice) either repair or replace or refund the cost price of any product which is found within a period of 10 years for profiles & accessories, 5 years for glass and a period of 12 months for all hardware and moving parts to be defective, or not in accordance with any express description or representation given or made on behalf of A Plus in respect of it. A Plus will require a reasonable period of time to carry out any repairs or replacements.

The above warranty will not apply when :-

- The Product warranty only becomes affective on cleared payment of all invoices in full. If invoices or part of are withheld from payment this product warranty will be invalid.
- To damage to the product arising from fair wear and tear or otherwise caused by misuse of the product or failure to follow instructions, specifications, recommendations or manuals supplied by A Plus in relation to the installation, adjustment and/or maintenance of the product.
- If the product is stored, handled or used in such a manner that damage is likely to occur.
- If the product is altered, modified and repaired by any person not expressly nominated or approved in writing by A Plus.
- To parts, materials and equipment not provided by A Plus
- To any defect in the product which would have been apparent on a proper and careful inspection of the product which is not notified to A Plus within 14 days after the date of despatch.
- Unless A Plus receives written notice and satisfactory proof of the defect in question promptly upon discovery of such defect.

The cost to A Plus of, and incidental to, the return to A Plus of any product shall, except to the extent that A Plus has accepted responsibility hereunder, be your responsibility. It is a condition of this warranty that any allegedly defective goods are returned to A Plus unless A Plus expressly waives that requirement in writing.

Your remedies in respect of any claim under the above warranty or any claim under any condition or warranty implied by law, trade, practice or any other claim in respect of the product or any workmanship in relation to it (whether or not involving negligence on the part of A Plus) shall in all cases be limited to repair, replacement or refund of the purchase price as aforesaid and specifically excludes costs of re-installation and A Plus shall have no further liability in respect of such claim.

A Plus shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or any other liabilities whether direct or consequential, and any other remedy which would otherwise be available in law or otherwise is hereby excluded except to the extent that such exclusion is prohibited by any rule or law.

Nothing in this warranty shall exclude or restrict any liability for death or personal injury resulting from A Plus negligence.

The benefit of the above warranty may not be assigned or transferred in full or in part without the prior written consent of A Plus.

Signed under hand by A Plus Windows & Doors Ltd this th day of 20

Director

