

This Warranty applies to all and any Goods (as defined below) manufactured by the Seller.

1 Interpretations

In this warranty the following expressions have the following meanings unless inconsistent with the context:

Buyer means the purchaser of the Goods.

Delivery means the date that the Goods are purchased by the Buyer, as set out in the Supplier's invoice relating to such purchase.

Force Majeure Event means any circumstance not within the Seller's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; terrorist attacks, civil war, civil commotion or riots, war; nuclear, chemical or biological contamination or sonic boom; collapse of buildings, fire, explosion or accident.

Goods means the PVCu window and door steel reinforcement.

Seller means Anglo European Import Export Limited, a company registered in England and Wales with company number 02535536, whose registered office address is at Regency House, 45-51 Chorley New Road, Bolton, United Kingdom, BL1 4QR.

2 Terms

2.1 The Seller warrants to the Buyer that the Goods to which this warranty applies shall be free from manufacturing defects that result in warping, cracking, splitting and rotting, when subject to normal use for a period of ten (10) years from the date of delivery of the Goods to the Buyer (**Warranty Period**).

2.2 This warranty only applies to manufacturing defects in the Goods and does not cover:

2.2.1 fair wear and tear of the Goods;

2.2.2 any defects or failures in the Goods or damage to the Goods caused by:

(a) any abuse, misuse or neglect of the Goods (including, without limitation, improper handling or storage of the Goods or failure to install the Goods completely in accordance with the manufacturer's and/or the Seller's installation instructions and/or guidelines (available at FENSA) and/or any applicable building regulations;

(b) failing to maintain and clean the Goods in accordance with the manufacturer's and/or the Sellers' guidelines;

(c) use of the Goods beyond normal residential use;

(d) a Force Majeure Event or, air pollution, mold, mildew and other similar environmental condition;

(e) staining as a result of grease, oil, dirt or any other similar substance; and

(f) the Seller following any drawing, design, specification, plan or other instruction supplied by the Buyer;

- 2.2.3 any difference in the Goods from their description as a result of changes made by the Seller to ensure the Goods comply with any applicable statutory or regulatory requirements from time to time;
- 2.2.4 any defects or failures caused or resulting from a product which the Goods are installed or otherwise combined with; and
- 2.2.5 discoloration and/or variations in colour or uniformity to the Goods caused by:
 - (a) weathering and/or exposure by ultra violet light;
 - (b) exposure to chemicals (whether or not directly applied to the Goods or in the atmosphere); or
 - (c) any other cause or factor beyond the Seller's reasonable control.

3 **Claim**

- 3.1 To make a claim under this warranty, the Buyer must, within fourteen (14) days of first becoming aware of the alleged defect (during the Warranty Period), provide the Seller with:
 - (a) written evidence to show the date of purchase of the allegedly defective Goods and the original price paid for the allegedly defective Goods by way of a copy of the Supplier's invoice;
 - (b) a copy of the warranty certificate issued by the Seller to the Buyer;
 - (c) a suitable description and photographic evidence of the alleged defect in the Goods; and
 - (d) (if requested by the Seller), a sample of the allegedly defective Goods, for analysis, and enable the Seller to examine and investigate the Goods for the alleged defectiveness.
- 3.2 Any expenses incurred by the Seller in examining and investigating the alleged defects in the Goods shall be invoiced to the Buyer at cost and, payable by the Buyer on demand. In the event that the Goods are found to be defective, within the terms of this warranty, the Seller shall refund the Buyer in full, for any expenses invoiced under this clause 3.2.
- 3.3 In the event that any manufacturing defect covered by this warranty is confirmed as existing by the Seller (during the Warranty Period), the Seller shall, at its sole discretion and within a reasonable amount of time after such confirmation:
 - 3.3.1 repair or replace the defective Goods without cost to the Buyer (for the avoidance of doubt, the Seller shall only replace such part of the Goods that are defective and not the whole of the Goods purchased by the Buyer); or
 - 3.3.2 refund the amount paid by the Buyer for the defective Goods (but not for the avoidance of doubt, any cost associated with installing the Goods),

and all repaired or replaced goods may, in comparison with the Goods, have a design difference (due to changes in supply) or colour difference (due to weathering) and, for the avoidance of doubt, any such difference shall not be considered a manufacturing defect for the purposes of this warranty.
- 3.4 The remedy provided by the Seller for defective Goods under clause 3.3 above, shall be the Buyer's sole and only remedy available.

4 **Laws and Regulations**

This warranty is in addition to the rights provided pursuant to applicable national law and does not conflict with or exclude such rights in any way.

5 **Liabilities**

5.1 Nothing in the warranty shall limit or exclude the Seller's liability for: (i) death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that it is unlawful to exclude or limit.

5.2 Subject to the provisions of clause 5.1:

(a) the Seller shall not, under any circumstance, be liable to the Buyer, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for any loss of profit, loss of business, loss of anticipated savings, loss of damage to goodwill, any indirect or consequential loss arising under or in connection with this warranty; and

(b) the Seller's total liability to the Buyer in respect of all losses arising under or in connection with this warranty, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the price paid by the Buyer for the Goods.

6 **Transfers.**

In the event that the Buyer transfers ownership of the Goods to a third party, this warranty shall not pass to the third party. For the avoidance of doubt, this warranty is non-transferrable.

7 **Variation**

No variation of this warranty shall be effective unless it is in writing and signed by the Seller (or the Seller's authorised representatives).

8 **Waiver**

8.1 A waiver of any right or remedy under this warranty or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach of default.

8.2 A failure or a delay by a party to exercise any right or remedy provided under this warranty or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9 **Severance**

If any provision or part provision of this warrant is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

10 **Third Party Rights**

The parties do not intend that any of the terms of this warranty shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.

No one other than a party to this warranty shall have any right to enforce any of its terms.

11 Partnership

Nothing in this warranty is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party, the agent of another party or authorise any party to make or enter into any commitment on or behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12 Governing Law and Jurisdiction

This warranty and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this warranty or its subject matter or formation.

All notifications, claims or matters related to this warranty should be sent to: Anglo European Import Export Ltd, 228 Briscoe Lane, Manchester M40 2XG.