

WARRANTY OF QUALITY

FOR

[project name and FPM number]

THIS VELFAC WARRANTY OF QUALITY IS GRANTED TO:

[Main Contractor or Customer]

Of [full postal address of Main Contractor or Customer]

("the Beneficiary");

BY VELFAC Ltd whose office is at The Old Livery, Hildersham, Cambridgeshire CB21 6DR ("VELFAC")

and is dated [date of first delivery of goods to site]

WARRANTY OF QUALITY

VELFAC windows and sealed double glazed units products are produced in accordance with the most advanced design and manufacturing technology and based upon creative yet practical glazing solutions. Every step of the design and manufacturing process is subjected to rigorous quality control from procurement of raw materials through flow line assembly to the final stages of the process leading up to installation. Accordingly and because of our confidence in our window products and in other products which we supply, VELFAC is happy to provide this Warranty in the terms set out overleaf.

Signed for and on behalf of
VELFAC Limited

Name: Rebecca Feakin (Team leader)

Signature:

The VELFAC Warranty Terms

1. VELFAC warrants that if, within a period of:
 - (i) **Twelve Years** in the case of VELFAC supplied windows; or
 - (ii) **Five Years** in the case of VELFAC supplied external doors; or
 - (iii) **One Year** in the case of VELFAC supplied electrical components;starting from the date of delivery (being defined as the date on which VELFAC delivered the relevant product to VELFAC's customer) the Beneficiary notifies VELFAC in writing with reasonable details of a fault arising from the original design or manufacture of the product (including in the case of VELFAC double glazed units that they should remain free of particles of dust or of humidity in the unit cavity for 12 years in the case of windows and five years in the case of doors) then subject to having been given an opportunity to inspect the product and having been provided by the Beneficiary with such further information relating to the fault as is required, VELFAC will at its total discretion, but without charge to the Beneficiary, either:
 - (a) repair the fault or;
 - (b) supply a replacement spare part or a total replacement product.

Limitations

2. VELFAC will not be responsible under this Warranty for the costs of installation or workmanship relating to any replacement product or spare part or, in any event, for any loss of profit, loss of business or indirect or consequential work, losses or damage arising in relation to a product or a fault.
3. VELFAC will not be responsible for any fault in any product arising from any specification or design of any third party.
4. No claim may be made under this Warranty after the expiry of the time periods identified in clause 1. The rights set out in this Warranty are the sole remedies offered in relation to the products covered by the Warranty and all other warranties, conditions and terms implied by statute and common law (save for any that may be implied by law) are excluded to the fullest extent permitted by law.
5. Any claim under this Warranty must be made in writing to VELFAC within 14 days after the fault has been discovered, or ought reasonably to have been discovered and in any event a claim must be made within the time periods identified in clause 1.
6. This Warranty will not apply to any fault that is due to incorrect or negligent storage, transportation, fitting, installation, lack of or inadequate maintenance or incorrect or negligent operation whether by the Beneficiary or any third party. This Warranty is conditional upon compliance with the guidance notes contained within the VELFAC product Operation and Maintenance Manual and/or User Guide. If the Beneficiary is not in possession of such maintenance and operation guidance then this can be ordered from VELFAC.

7. VELFAC warrant the performance of the powder coating applied to aluminium profiles and water based lacquer or paint applied to timber sections only, subject to compliance with the VELFAC product maintenance and operation guidance referred to in clause 6.

8. When a claim is made under the warranty, a fee of £270 will be charged to the customer. This fee is however refundable should VELFAC consider the claim not to be the fault of the customer.

Glass Units

9. The following further special conditions apply in regard to a claim under this Warranty in regard to VELFAC double glazed units:
 - (i) The glass panes must have been fitted in a VELFAC factory or by a VELFAC approved installer or service engineer.
 - (ii) The glass panes in the spacer track must have been stamped with the date of production (year/month).
 - (iii) A fault in a glass pane will not be covered where the glass pane has been damaged by external conditions, e.g. knocks or blows, or by movements in adjoining buildings, damage by frost, thermal effect or any chemical damage to the glass.
 - (iv) The glass pane will not be covered where it has been exposed to any processing after delivery, e.g grinding, sand blasting, etching, painting, sticking on, or any other surface treatment.
 - (v) The drain path on the window system must not have been blocked.
 - (vi) Panes with "added/built-in features", i.e. lead glass windows, alarm systems, blinds etc., are only subject to a 5-year guarantee.

Governing Law

10. This Warranty only covers products which are situated in England, Scotland, Wales, Channel Islands, Northern Ireland or the Republic of Ireland at the time of a claim under this Warranty. The law which applies to any matter relate to this Warranty shall be the law of England and Wales.

Assignment

11. The Beneficiary shall be entitled to assign or transfer this Warranty or its respective rights under this Warranty provided that the Beneficiary shall not be entitled to assign or transfer on more than two occasions.

Third Party Rights

12. The parties agree that this Warranty shall not confer, and shall not purport to confer, on any third party any right to enforce any term of this Warranty for the purposes of the Contracts (Rights of Third Parties) Act 1999.