

## GUARANTEE & WARRANTY CONDITIONS

### 1.0 DEFINITIONS

- a) The term 'Seller' means Uni Windows Ltd. The term 'Purchaser' means and includes the purchaser and any of its subsidiary or associated companies.
- b) The term 'Materials' includes any goods, plant, equipment, and substances of every description.
- c) The term 'Order Form' means the form issued by the seller and acknowledged and accepted by the Purchaser of Materials, the supply of which is the subject matter of the contract between the Seller and the Purchaser.
- d) The term 'Manufacturer' means any original supplier or producer of Materials.
- e) The term 'Services' means the services, which the Seller is to supply.
- f) The term 'Conditions' means these Guarantee & Warranty Conditions or in general the Conditions of Sale, of which these Guarantee & Warranty Conditions are part of.

### 2.0 GENERAL TERMS

- a) These general guarantee and warranty conditions concern the Purchaser and the Seller and are an addition to the general Conditions of Sale.
- b) These terms and conditions of guarantee & warranty are not transferable to other companies or persons.
- c) The Purchasers acknowledge that these general Guarantee and Warranty Conditions are published on the internet website [www.uniwindows.co.uk](http://www.uniwindows.co.uk). Placing the order is equal to accepting these conditions.
- d) On the basis of the agreements with Purchasers – traders, warranty for physical defect covers the Purchaser's right to reparation of the sold product or to deliver products free from visible and documented defects only.
- e) The Seller is released from the responsibility for warranty physical defects. If the Purchaser knew about the defect at the time of purchase or at the time of signing the agreement.
- f) The Seller is not responsible for any physical defects that occurred after the goods had been handed over to the Purchaser at his risk unless the defects were as a result of a different cause that had been present earlier.
- g) The Seller is obliged to repair or replace the faulty parts if the damage was caused by defects of materials of the technological process and is exposed within the guarantee period. The responsibility of the Seller involves reparation or replacement of faulty goods only and does not include any responsibility for other losses, damages or harm which result from the damage in the goods.**
- h) The Purchaser obtains the rights covered by the guarantee after meeting all the terms of the agreement especially setting the full payment to the Seller for all Purchaser's liabilities.
- i) The Purchaser must carefully examine the Materials immediately upon their delivery and in relation to those Materials which are of the Seller's manufacture must notify the Seller in writing within 3 days of delivery of any short delivery, the variance between the Materials delivered and the delivery note or defects or damage reasonably discoverable on careful examination. In the absence of notification, the Seller excludes all liabilities in respect of any short delivery, defect or variance, which should reasonably have been discovered on careful examination. Any damage to fully finished frames must be recorded on the delivery note at the time of delivery.
  - For full details see general Conditions of Sale, part 7.0 INSPECTION AND TESTING.

### 3.0 GUARANTEE TERMS

- a) The Seller covers the goods with the guarantee as detailed in these Conditions, starting from the day of sale or from the confirmed date of finalisation of the order in case the Purchaser did not collect or pay for the goods in the agreed time (date of the actual end of manufacturing).
- b) All products must be inspected and maintained at least once a year by the Seller, the Manufacturer or their authorised representatives.
- c) The inspection and maintenance service is chargeable and performed after receiving the written order form the Purchaser. The first service must be carried out before the end of the first year of the guarantee period otherwise the guarantee is lost. All next services extend the guarantee period for another year until the full guarantee period for the goods according to the table below unless the agreement between parties states otherwise.

3.c) GUARANTEE TERMS (cont.)

PRODUCTS	MONTHS
<b>Wooden windows and balcony doors</b>	48
Construction	48
Hardware	60
Glass air tightness	up to 60 *
Seals and gaskets	24
Stain finish	36
Paint finish	48
Oil finish & clear lacquer	12
<b>Alu-clad windows and balcony doors</b>	120
Construction	60
Hardware	60
Glass air tightness	up to 60 *
Seals and gaskets	24
Aluminium cladding	120*
<b>Aluminium windows and balcony doors</b>	24 - 60
Construction	up to 60 *
Paint finish	up to 120 *
Hardware	12 - 24
Glass air tightness	up to 60 *
Seals and gaskets	12
<b>uPVC windows and balcony doors</b>	60
Construction	60
Workmanship	up to 120 *
Hardware	12 - 24
Glass air tightness	up to 60 *
Seals and gaskets	12
<b>Doors</b>	24
Wooden doors	24
Entrance doors	24
Alu-clad timber doors	24
uPVC doors	24
Sliding units (Lift & Slide doors, PSK, Bi-folding doors)	24
<b>Handles, Locks, Trickle vents and other components</b>	24

\* details as per each Manufacturer's guarantees;

- d) The inspection and maintenance service must include:
- i. inspection and treatment of the paint finish,
  - ii. inspection and treatment of the ironmongery,
  - iii. inspection and treatment of the corner connections of the frames and silicone,
  - iv. inspection and treatment of the rubber gaskets,
  - v. repair of the defects and replacement parts if required,
  - vi. preparing the inspection and treatment report including information about all defects and repairs.

3. GUARANTEE TERMS (cont.)

- e) Inspection and treatment may be extended with repairs of the mechanical and other damages not caused by the Seller or the Manufacturer with extra charge.
- f) The institutional Purchaser is obliged to deliver the copies of the invoices for the annual inspections to the Seller within 30 days from performing it. Individual Purchaser is obliged to keep all the invoices confirming that the annual inspection and maintenance has been done together with the inspection and maintenance reports to present them to the Seller in case of complaint.
- g) The Seller is not responsible for leaving the goods protected with foil, adhesive tape or any other material that disturbs free airflow for longer than 48h. Before installation, the windows must be stored in sheltered, dry and well-ventilated place at least 10cm above the ground.
- h) Resin may show up on products made of softwood or any type of wood painted with dark colours. It is not a defect but a natural occurrence.
- i) For approximately 3 months from the treatment of the wood with water-soluble paint, the surface may be reacting to the rainfall. During that time the 'milky' spots may appear which disappear once the surface dries. It is not a defect but a natural reaction of this type of paint.
- j) The Purchaser must accept the quality of the glass if it complies with the guidelines set out in the Glass & Glazing Federations standards for 'Quality of Vision' and 'Quality Evaluation Criteria'.
- k) The Purchaser is obliged to inform the Seller about all specific geographical, weather or other conditions related to the order like seaside location, mountains, often and intense rain, snow, wind, sun, installation above 8m level (3rd floor), log construction of the building. In these cases, the Seller will recommend suitable products with the right specification. The Seller is not responsible for the wrong choice of the product made by the Purchaser.
- l) Glazed products supplied by Uni Windows may be a part of a construction of the building but must not carry any structural weight of the construction of the building.
- m) This guarantee and warranty do not cover the following:
  - i. damages and defects by unskilled installation or repairs done by unauthorised persons,
  - ii. mechanical, chemical and thermal damages or intentional breakage,
  - iii. natural shades and differences in colour of the finish,
  - iv. natural shades and differences in colour or structure of the wood,
  - v. fading of the anodized finish on the aluminium profiles,
  - vi. defects to the finish on the parts of the goods that are not visible after installation,
  - vii. differences of the glass, wood, finish, technology of orders placed on different dates,
  - viii. products sold with a special discount because of the defects,
  - ix. damages caused by improper usage and maintenance,
  - x. damages and defects not claimed according to the above procedures,
  - xi. defects, shortages, order discrepancies which were visible at the delivery but not reported within 3 days from the delivery,
  - xii. unpainted or not fully painted products, oiled, waxed, finished with coatings that are not recommended by the Seller (that is not part of the manufacturer's offer),
  - xiii. products manufactured against Manufacturer's recommendations,
  - xiv. products exceeding max or min recommended measurements,
  - xv. products that are not glazed or equipped with the full set of ironmongery,
  - xvi. internal and external wooden sills, wooden drip rails, wooden insect screens,
  - xvii. products to which there have been fitted any other than recommended products, i.e. shutters, roller blinds, elevation cladding, Juliet balconies, bars, etc.,
  - xviii. products that are not complete, i.e. no sash, no frame, no glazing,
  - xix. products that have not been inspected and maintained annually starting from the date of delivery or installation or if the Purchaser is not able to present the required documents confirming the inspection and maintenance,
  - xx. products installed before all the works increasing humidity in the building had been completed and dried, i.e. plastering, pouring of concrete, laying down the floors, etc.
  - xxi. products that moisture level increases to 17% or above caused by wrong storage conditions before installation, caused for example by laying down floors, plastering, insufficient ventilation, etc.**
  - xxii. damages caused by not following instructions for proper use as set in Uni Windows Maintenance Manual and Service Report, e.g. wrong adjustment of the ironmongery,
  - xxiii. products modified incl. re-painting, re-glazing, using new/other ironmongery than the one supplied originally if the modifications were done outside the annual inspection and maintenance period,
  - xxiv. products that are not suitable to the area or the weather conditions on site or of the building
  - xxv. damages to windows and doors that may arise as a result of building settlement and/or slumping and subsequent pressure on the window and door frames installed.

## Uni Windows Ltd.

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reg.: SC398155 \_\_\_www.uniwindows.co.uk\_\_\_ Updated 8<sup>th</sup> April 2024



### 4.0 COMPLAINS

- a) All damages, defects, and maintenance service the Purchaser must report in writing at the Seller's representative or directly at the Seller.
- b) The Purchaser is obliged to report the claims to the Seller no longer than within 3 days from noticing the damage or defect.
- c) The Seller will investigate the claims under guarantee or warranty only if the following requirements are met by the Purchaser
  - 1) The Purchaser provides the following documents:
    - a) Purchase invoice.
    - b) Documents confirming the annual maintenance service has been done.
  - 2) The claim must be legible and precise and include:
    - a) Offer number.
    - b) Item number.
    - c) A detailed description of the failure, defect or damage.
    - d) Pictures (inside, detailed, the elevation of the building, installation).
    - e) Address of the Purchaser and contact numbers.
- d) The Seller is obliged to investigate the claims under guarantee or warranty within 21 working days starting from the date of raising the claim. In case of complicated claims, the time for investigation is extended to 45 working days unless agreed otherwise. These dates are not valid in case the Purchaser is delayed with settling the payment to the Seller. In this case, the time for investigating the claim is held until the payment settled by the Purchaser and until then the Seller is not obliged to investigate the claim.
- e) The Seller is obliged to finalize the accepted complaint in the shortest possible time. The repairs may be done directly by the Seller, Manufacturer or by a chosen third party.
- f) The time to finalise the repair is held in case of obstacles caused by bad weather or atmospheric conditions which do not allow for proper repair.
- g) The Seller or Manufacturer may replace the claimed products with the new one free from defects if:
  - i. It is not possible to repair the defect.
  - ii. After 2 repairs have been done the defect is still not removed or repaired and it does not allow for proper usage of the product.
- h) Costs of repairs beyond the guarantee or warranty and costs of investigation of the claim in case there is found to be no claim is covered by the Purchaser.
- i) The Seller is not responsible for losses caused by the repairs of the claimed products. The Seller does not cover the costs related to the repair or replacement of the claimed products such as: plastering, sealing, painting, scaffolding, labour, insurance, and other costs unless agreed otherwise.
- j) The Seller does not accept any receipts for losses related to the repair or replacement of the claimed products.
- k) The Seller is not responsible or liable for any injuries or losses whatsoever resulting from the use or inability to use Seller's products.