

## Product Performance & Warranty

### Distinction Doors Ltd GRP Coating System

#### Parties

- 1 Distinction Doors Ltd (the company), of Wentworth 36, Wentworth Way, Tankersley, Barnsley, S753DH  
(Company Reg No 5298340)
- 2 Applicable to Distinction Doors Direct Customer

#### Overview

This warranty is in addition and subject to Distinction Doors Ltd Standard Terms and Conditions, printed on each Distinction Doors invoice.

The benefits to the customer under this Warranty are in addition to any other statutory rights and remedies.

#### 1 Warranty

- 1.1 In consideration of the Customer placing an order for a product painted in-house by Distinction Doors Ltd, the company guarantees to the Customer:-
  - A. That the colour will not delaminate from the GRP, ABS, or pre painted substrate for a period of 10 years under normal exposure conditions.
  - B. For a period of up to 10 years (see appendix A), colour fade will be no greater than deltaE 7, measured with a Spectrophotometer with respect to the appropriate, initial reference standard value.

Note: Due to the various pigments used in various paint formulations, certain colours are susceptible to a greater degree of fade over time, for these colours the warranty period is restricted to 5 years with a colour fade no greater than a deltaE of 7. (see appendix A)

Colours in this susceptible group are predominantly those containing Red, Yellow or Green tints, the full list of RAL colours with this limitation is shown in appendix A.

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- C. Any suspected failure should be notified to the company, in writing, within 14 days of initial observation of the fault, as failure to do so will invalidate this warranty.

Where a failure of the product is agreed then Distinction Doors complaints (NCR) procedure should be followed. Repair or replacement of the defective part(s) will not exceed the cost of replacement of the original purchased item(s), including any machining or painting at the time of purchase.

Any replacement parts will be initially chargeable and the original items credited at the point of sale value, once the complaint has been investigated and found to be justified.

Rectification will be by repair or replacement of affected parts, the appropriate action will be entirely at the discretion of the company.

**Any consequential losses, for example, installation, travel or accommodation costs, incurred by the customer in respect of repair are NOT covered by this warranty.**

**2 This Warranty is offered subject to the following conditions:-**

**2.1 The product must be used and maintained according to the company Customer Care & Maintenance Instructions which must be passed onto your installers and end users in order for this warranty to apply.**

2.2 The coated product is intended for a normal operating environment not marine, swimming pool or Industrial applications.

2.3 The coated product must only be cleaned according to the above company Care & Maintenance Instructions.

Note: The company Care and Maintenance Instructions and precautions listed within them, apply to the whole life-cycle of the door from leaving Distinction Doors Ltd, through fabrication into a door-set, installation of the door-set and routine maintenance by the home owner or end user.

**3 THE WARRANTY IS OFFERED SUBJECT TO THE FOLLOWING EXCLUSIONS:-**

A. No claim will be accepted for accidental damage

B. No claim will be accepted for an act of God or environmental changes that could not be foreseen by the company.

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- C. No claim will be accepted for damage by impact, mechanical damage, abrasion or chemical attack how so ever caused.
- D. No claim will be accepted for any areas that have been repaired by a none-approved process or another coating system.
- E. No claim will be accepted for deterioration caused by severe exposure conditions.

#### **4 GENERAL PROVISIONS**

If any provision of this Warranty (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### **5 GOVERNING LAW AND JURISDICTION**

- 5.1 This warranty and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 5.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this guarantee or its subject matter or formation (including non-contractual disputes or claims).

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#### Appendix 1

<b><u>Distinction Doors Paint Warranty</u></b>		<b><u>20.01.2017</u></b>
Colour Code	RAL or Range Name	Warranty (years)
16C33	Duck egg	10
N/A	Chartwell	10
N/A	Distinction Anthracite Grey	10
N/A	Nanya Red	10
N/A	Nanya Blue	10
N/A	Nanya Green	10
N/A	Nanya Black	10
N/A	Nanya White	10
RAL 1020	Olive yellow	5
RAL 1021	Rape yellow	5
RAL 1033	Dahlia yellow	5
RAL 2002	Vermilion	10
RAL 3003	Ruby red	10
RAL 3005	Wine red	10
RAL 3020	Traffic red	5
RAL 4002	Red violet	10
RAL 4005	Blue lilac	10
RAL 4007	Purple violet	10
RAL 4008	Signal violet	10
RAL 4009	Pastel violet	5
RAL 5002	Ultramarine blue	10
RAL 5009	Azure Blue	10
RAL 5011	Steel blue	10
RAL 5015	Sky blue	10

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Colour Code	RAL or Range Name	Warranty (years)
RAL 5018	Turquoise Blue	10
RAL 5023	Distant blue	10
RAL 5024	Pastel blue	10
RAL 6002	Leaf green	5
RAL 6019	Pastel green	5
RAL 6024	Traffic green	5
RAL 6034	Pastel turquoise	10
RAL 7005	Mouse grey	10
RAL 7021	Black grey	10
RAL 7035	Light grey	10
RAL 7042	Traffic grey A	10
RAL 7044	Silk grey	10
RAL 9001	Cream	10
BS 08 B 15	Magnolia	10
BS 08 B 17	Honey Beige	10
BS 04 B 17	Dusty Pink	10
BS 04 B 21	Sable	10
Any other colour not listed above		5