

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:-
 - 1.1.1. That the coating will not delaminate from the GRP, ABS, or pre painted substrate for a period of 10 years under normal exposure conditions.
 - 1.1.2. For a period of up to 10 years, colour fade will be no greater than a delta E of 7, measured with a Spectrophotometer with respect to the appropriate, initial reference standard value.
 - 1.1.3. The surface finish on hardware (chrome, anodised, stainless or similar substrates), whether unfinished or coated is guaranteed for a period of 2 years under normal exposure conditions. Hardware manufacturers may offer longer warranties.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.

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- 1.5. Rectification will be by repair or replacement of affected parts, the appropriate action will be entirely at the discretion of the company.
- 1.6. 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 Customer Care & Maintenance Instructions.
 - 2.4. In the event of a claim under this warranty, Distinction Doors must be provided an opportunity to inspect the product and check for contamination. At Distinction Doors discretion, this may be by photographic evidence or by physical inspection.
 - 2.5. The company Customer 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 homeowner or end user.
3. THE WARRANTY IS OFFERED SUBJECT TO THE FOLLOWING EXCLUSIONS:-
 - 3.1. No claim will be accepted for accidental damage.
 - 3.2. No claim will be accepted for an act of God or environmental changes that could not be foreseen by the company.
 - 3.3. No claim will be accepted for damage by impact, mechanical damage, abrasion or chemical attack how so ever caused.
 - 3.4. No claim will be accepted for any areas that have been repaired by a non-approved process or another coating system.

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3.5. No claim will be accepted for deterioration caused by severe exposure conditions.

4. GENERAL PROVISIONS

4.1. 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.

4.2. 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).