**PRODUCT WARRANTY**

**FOR**

**………………….Project**

**THIS FENEX WINDOWS LTD UK WARRANTY OF QUALITY IS GRANTED TO:………………………….**

**By FENEX Windows Limited whose office is at Pall Mall Deposit, 124-128 Barlby Road, Ladbroke Grove, W10 6BL, London / UK. ("Fenex Windows Ltd.") and is dated …………….. 2022**

**Warranty Terms & Conditions**

This warranty conditions and product maintenance document (“**Product Warranty**”) is executed by Fenex Windows Ltd, a company incorporated under laws of United Kingdom, having its registered address at 293 Green Lanes,  Palmers Green, London,  N13 4XS(“**Company**”).

The products are manufactured by the Company. This Product Warranty is applicable from the date when the goods (“Goods”) are ready for delivery and is subject to the Sale and Installation Agreement.

Starting from the date of delivery (being the date on which Fenex delivered the relevant product to Fenex’s customer) the Beneficiary notifies Fenex in accordance with clause 7 in writing with reasonable details of any fault arising from the original design or manufacture of the product 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 required, Fenex 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.

**1.** Product Warranty covers the following items as specifically detailed below:

* Ten (10) years for “aluminium sash timber frame”, windows or;
* Ten (10) years for “aluminium-clad sash timber frame”, windows or;
* Five (5) years for “timber”, windows, and all doors (entrance, patio, sliding, Bi-fold and casement); or
* Two (2) years for electrical components and accessories such as door handles, door cylinders, restrictors (including Dorma) and cills;

**1.1 Wood Frame & Sash**

Subject to the conditions set out in below, the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for above periods(Clause 1.) from the date of delivery.

**1.2 Surface Finish**

The Company offers (10) ten years of warranty for standard two coat opaque finishes and translucent finishes (excluding natural resin exudation and movement around knots).

For non-standard finishes, see item 2.2.

Maintenance must be carried out annually by a qualified person/company nominated by the Company in accordance with below Product Maintenance Instructions.

**1.3 Ironmongery**

The Company warrants hinge systems and handles for a period of (10) ten years to be free from functional failure provided that they are maintained in accordance to the Product Maintenance Instructions. Tarnishing is not covered by this warranty.

**1.4 Double Glazed Unit**

The Company warrants that glass will comply with Glass and Glazing Federation visual quality standards. The Company warrants that seals on the double glazed units will be free from failure (“failure” herein shall mean the failure of the insulation glass unit resulting in penetration of moisture into the air space and appearance of moisture on the glass inside the air space) for a period of (10) ten years. The Company’s obligations hereunder are limited only to supplying the replacement of glazing units. The Company reserves the right to supply a replacement whole sash with glass as an alternative to a glass panel. No other glass defect or phenomena are covered by this warranty.

**1.4.1 Special Conditions Glass Units/Panes**

The following special conditions apply to a claim under this Warranty in regard to Fenex double or triple glazed units:

* The glass panes must have been fitted in a Fenex factory or by a Fenex Approved Installer or Service Engineer.
* 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.
* 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.
* The drain path on the window system must not have been blocked.
* This Warranty does not apply to exterior condensation appearing outside the cavity (whether indoor or outdoor) of Fenex double or triple glazed units.

This Warranty only covers that Fenex double or triple glazed units shall remain free of particles of dust or of humidity in the unit cavity for ten (10) years in the case of windows, patio doors, sliding doors and casement doors and five (5) years in the case of flush and glazed entrance doors

**2. Exclusions**

Fenex will not be responsible under this Warranty for;

(a) the costs of, dismantling, installation, workmanship, labour, making good, plant, equipment, or access including but not limited to, any costs of lifts, or scaffolding required for any product or spare part replacement.

(b) any fault in a Fenex product arising from the addition of any non-approved third-party products.

(c) any fault that is due to incorrect or negligent storage, transportation, fitting, installation, design and construction of the works into which the product is installed, lack of and/or inadequate maintenance or incorrect or negligent operation whether by the Beneficiary or any third party.

**This warranty shall be void where:**

**2.1** Damage to the surface coatings has occurred by physical damage, gradual effects of natural elements, abrasion (e.g. window cleaners), excessive cleaning processes or hosing down of product, pet damage, chemical damage, damage caused by bad maintenance or poor design of the building.

**2.2** The non-standard paint finishes were ordered by the customer. In such cases the warranties for the surface coatings only extend for the period set out below.

* Two coat opaque – three years
* One coat primer – three months
* One coat translucent stain / unfinished product – no warranty
* Two coat translucent stain – one year

**2.3** Damage has occurred due to the result of a faulty installation, repairs, alterations or work processes, accident, fire, disaster, burglary or pollution from the surrounding area.

**2.4** Maintenance and inspections are not carried on as per Company’s Product Maintenance Instructions (stipulated as below).

**2.5** Products have been stored in unventilated or not sufficiently ventialted areas prior to fitting, or have been left unventilated or not sufficiently ventilated during the construction process.

**2.6** Products have been exposed to unusual physical conditions like

* Coastal conditions (within 3 miles of the coast), swimming pool enclosures
* Improper cleaning, maintenance or design of the building
* Accumulation of water, humidity, dirt and debris
* Any additional load, hardware or glazing
* Any restricting material against moving parts

**2.8** Any sums remain due to the Company.

**All surface treatment warranties are subject to environmental conditions of the site, location and adherence to the care and maintenance procedures.**

**3. Claim Procedure**

All claims must be forwarded to Company’s address stated in this Product Warranty in writing within 7 days as of the occurrence date of the fault. Any claim to be made after this period shall be null and void.

**4. Validation**

If necessary it rests with the Customer to substantiate the date of despatch of products from the manufacturer, proof of purchase and provide maintenance record.

**5. Limitations**

5.1 Company’s liability shall be limited with the replacement of the failed product or its part or the replacement of the existing product. No liability shall accepted for installation, damages to second and third parties or any other consequential losses.

5.2 Any claim under this Warranty must be made in writing to Fenex within seven (7) days after the fault has been discovered by the Beneficiary, or ought reasonably to have been discovered and in any event a claim must be made within the time

periods identified in clause 1.

5.3 Fenex’s liability is limited as set out in this Warranty and in any event the cost to Fenex of the remedy provided shall not exceed the replacement value of the defective

product which itself will not exceed the price paid for the individual Product with respect to which the claim is made.

5.4 No claim may be made under this Warranty after the expiry of the time periods specified in clause 1.

5.5 In no circumstances shall Fenex be liable, in contract, tort, negligence or otherwise, for any incidental or consequential loss or for any special, exemplary, liquidated or other damages or penalties of whatever nature or other financial loss whatsoever arising out of or in connection with the products including the use or resale (if applicable) of any products.

5.6 Fenex will not be liable for any loss of profit, loss of business, loss of revenue, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, depletion of

goodwill or any costs, expenses (including legal expenses) or for any indirect or consequential loss or damage whatsoever (howsoever caused) arising in relation to a product or a fault.

5.6 In respect of any limitation of liability, Fenex does not exclude or limit its liability in negligence for death or personal injury or for fraud or willful default or otherwise insofar as any exclusion or limitation of its liability is void, prohibited or unenforceable by law.

5.7 Fenex warrant the performance of the factory applied powder coating or anodising to aluminum profiles and water- based lacquer or paint applied to timber sections only subject to evidence of compliance with the Fenex product maintenance and operation guidance referred to in clause 5.8

5.8 Liability under this Warranty is conditional upon evidence of compliance with the guidance notes contained within the Fenex product Maintenance Instructions the

Beneficiary is not in possession of such manuals or guides, then these can be ordered from Fenex or downloaded from Fenex’s website.

5.9 When a claim is made under the Warranty, Fenex reserves the right to charge a fee of £500 plus VAT to the Beneficiary. This fee is however refundable should FENEX UK consider the claim to be covered by this Warranty

**Product Maintenance Instructions**

Regular annual maintenance inspections must be undertaken and documented by a qualified person/company appointed by the Company. The initial inspection should occur not later than 1 year from the installation date. Maintenance guide is as follows:

* Clean the product surface with a mild alkaline cleaning solution. Wipe away the excess solution with water. Avoid solvents and harsh chemicals. Do not allow contact of finished surfaces with significantly acid or alkaline materials. Do not allow accumulation of water on product surfaces.
* Sand away cracked and flaking paint, and scrape off any naturally occurring resin that may have seeped out of the timber.
* Fill any cracks that may have developed on the surface with elastic filler.
* Spot repair the freshly sanded surface, using an exterior primer as specified by the Company. Repaint the entire exterior of the window /door using top coats specified by the Company.
* Interior surfaces generally require no special maintenance beyond an occasional cleaning with water and an appropriate detergent
* Lubricate all hinges and espagnolettes. Keep all moving parts free of dirt and debris.