

Guarantee for MFT Aluminium Skylights and Korniche Lanterns

Aluminium frames:	10 years
Sealed glass units:	10 years against condensation inside the unit
Hardware:	10 years
Marine environments:	Half the guaranteed years above, for coastal or swimming pools
Commercial premises:	1 year

Marine Environment means the location of the Goods is either within 2,000 meters of the coastline or in a room with an indoor swimming pool.

Goods means the Bi-fold door(s) or Korniche lantern(s) you have bought from the Company.

Company means Burbage Custom Windows Ltd trading as Modern UPVC Windows.

Terms & Conditions

1. On delivery and throughout the Warranty Duration, the Goods shall:
 - a. Conform in all material respects with their description and the Specification
 - b. Be free from material defects in design, material and workmanship
 - c. Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
2. Subject to clause 3, if:
 - a. The Customer gives notice in writing to the Company during the Warranty Duration within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 1
 - b. The Company is given a reasonable opportunity of examining such Goods, including but not limited to being given the opportunity to conduct site visit(s)
 - c. The Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost, The Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods (including any return delivery costs incurred by the Customer) in full.
3. The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 1 in any of the following events:
 - a. The Customer makes any further use of such Goods after giving notice in accordance with clause 2
 - b. The defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - c. The defect arises as a result of the Company following any drawing, design or specification supplied by the Customer
 - d. The Customer alters or repairs such Goods without the written consent of the Company
 - e. The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions
 - f. The Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or g. the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
4. These Conditions shall apply to any repaired or replacement Goods supplied by the Company. Unless otherwise stated in these Warranty Terms, the Warranty Duration for repaired or replacement Goods shall be the balance remaining of the Warranty Duration for the relevant original Goods which have been repaired or replaced.

5. The Company (provided that the Goods in question have been accepted and paid for) will extend to the owner of the property where the Goods are originally installed by the Customer:
 - a. The warranty set out in this clause
 - b. To the extent that it is able the manufacturer's guarantee on all Goods not manufactured by the Company.

Sealed glazed units

6. In addition to the exclusions contained within clause 3, the Company shall not be liable for the failure of sealed glazed units forming part of the Goods to comply with the warranty set out in clause 1 in respect of in any of the following events:
 - a. Sealed units, which have been glazed incorrectly (including with silicon sealants). For these purposes, a sealed unit will be deemed to have been incorrectly glazed if the method and manner of installation does not comply with the BS 6262 Code of Practice, 'Glazing for Buildings', or BS8000 'Workmanship on Building Sites' Part 7 Code of Practice for Glazing and any subsequent amendments, current at the date of installation
 - b. Sealed units used at altitudes over 800 metres, or where they have been transported over such elevation, unless the Company has agreed in writing to warrant the relevant Goods in such circumstances
 - c. Sealed units, which have not been maintained completely in accordance with the Company's recommendations provided with or prior to delivery of the Goods and/or any recommendations/methods of the glazing system manufacturer
 - d. Sealed units showing the optical phenomenon occasionally seen as interference colour bands, known as "Brewster's fringes"
 - e. Minor imperfections, such as bubbles, blisters, hairlines, blobs, fine scratches or small pinpricks, which when viewed at 90 degrees in normal daylight and from 3 metres are not obvious.
7. All replacement sealed units supplied will be on a "like for like" basis using standard components available at the time of replacement. Should it be necessary to source the replacement sealed glazed unit from a supplier who is not a sealed glazed unit manufacturer approved by the Company, the Warranty Duration for that replacement sealed glazed unit shall only cover the time of delivery and no period thereafter.
8. No warranty is given that the installation of double glazing will reduce the incidence of condensation on any side of the sealed glazed unit.

Aluminium profile products

9. In the case of aluminium profile products the warranty in clause 1 shall include a warranty that the products will be free from peeling, powdering, blistering, corrosion (other than where caused by bending or folding after the application of paint), chalking, fading and loss of sheen in accordance with the specification issued by Qualicoat for a quality label for liquid and powder organic coatings on aluminium for architectural applications in force at the date the Contract comes into existence.
10. In addition to the exclusions contained within clause 3, the Company shall not be liable for aluminium profile products' failure to comply with the warranties set out in clause 1 where the defect arises:
11. From mechanical contact, thermal shocks, friction, poor water drainage, pollution, use of cleaning products on the aluminium profile products which contain non-neutral chemicals
12. Because the Goods are located within direct influence of zones of salt water (or where they are situated within 5 miles of a coastal front or high tide line) or where they are exposed to acidic or industrial sources which are known or understood to be damaging or corrosive to thermosetting powder coatings
13. Due to the use of alloys or materials which are not compatible with aluminium, copper, lead, zinc
14. Because the powder coat paint finish applied to the bi-folding doors will cover the thermal break (Polyamide) that is situated between the inner and outer aluminium profiles to door sashes and outer frames
15. Due to paint not consistently covering or adhering to the thermal break (Polyamide).