



10-Year Warranty

This warranty ("**Warranty**") is given by SGG Manufacturing Limited (registered number 12259340) whose registered office is at Denmark House, 143 High Street, Chalfont St. Peter, Gerrards Cross, SL9 9QL. This Warranty is given to the owner of the property in which the Products are originally installed ("**End User**" "**You**") and is subject to all of the provisions set out herein.

This Warranty is in addition to and does not affect your statutory rights in relation to the Products.

1. What the warranty covers

1. Subject to the provisions of this Warranty, SGG Manufacturing Ltd. warrants for up to 10-years from the date of installation of the Products ("**Standard Warranty Period**") that they will be free from defects in design, material and manufacture.
2. If notice is given in writing (at the address or email address shown in clause 4.1 below) to SGG Manufacturing Ltd. during the Standard Warranty Period:
 1. within a reasonable time of discovery that the Products do not comply with the provisions of paragraph 1.1; and
 2. SGG Manufacturing Ltd. has a reasonable opportunity of examining such Products.

then SGG Manufacturing Ltd. may at its sole discretion and subject to the provisions of this Warranty supply parts ONLY to repair the defective Products at no cost to you, up to a cost equal to the original purchase price paid for the Products. If SGG Manufacturing Ltd. (in its absolute discretion) decides that the Products cannot be repaired, or it is uneconomical to repair, then SGG Manufacturing Ltd. will replace the Products with Products of the same or similar make and specification. All replaced or repaired Products shall be warranted for the unexpired portion of the Standard Warranty Period. Labour costs are not included.

3. The availability and period of the Standard Warranty depends on the relevant part of the Product and whether the Products are installed in a "Hazardous Environment", which is defined as:
 1. within 2,000 meters of UK coastline according to an ordnance survey map;
 2. in a room with an indoor swimming pool.



4. The Standard Warranty for Products installed in a Hazardous Environment is also subject to:
 1. the Products being cared for, cleaned and maintained as outlined in the maintenance instructions,
 2. which is to be passed to the End User or is available on the website.
5. The Standard Warranty periods are as follows:

	NON-MARINE ENVIRONMENT			MARINE ENVIRONMENT	
Product	Non-Hazardous, domestic environment Standard Warranty - Frame	Commercial Non-Hazardous Environment Warranty Frame & hardware	Non-Hazardous domestic environment Standard Warranty - Hardware	Hazardous domestic environment Standard Warranty - Frame	Hazardous domestic environment Standard Warranty - Hardware
Bi-Fold Door	10-Year	1-Year	10-Year	5-Year	5-Year
Window	10-Year	1-Year	10-Year	5-Year	5-Year
Slider	10-Year	1-Year	10-Year	5-Year	5-Year
				As long as marine grade is specified at point of order to ensure the correct components are used.	

2. General conditions

1. This Warranty is given by SGG Manufacturing Ltd. subject to the following conditions:
 1. This Warranty is transferable to subsequent owners of the property to which the Products were originally installed ("**the Property**"). This Warranty is void if a SGG Manufacturing Ltd. product has been removed from the original property. This Warranty will not be transferrable in any other circumstances. For the avoidance of doubt, this Warranty does not apply to Products which are purchased second hand or through private sales separate from the Property, e.g. eBay.
 2. This Warranty will not apply if SGG Manufacturing Ltd. is not provided with reasonable access to the Property and



given a reasonable period of time to carry out any repairs or supply any replacements.

3. This Warranty does not apply to parts or components added to the Products outside of the manufacturing process by any third party or by the End User.
4. SGG Manufacturing Ltd. will not be responsible or liable for any form of decoration or making good associated with the repairing or replacing of the Products, except where damage or the need for decoration or making good is caused by SGG Manufacturing Ltd.'s negligence during the course of such repair or replacement.
5. This Warranty does not apply to the installation of the Products.

3. Warranty exclusions and limitation

1. In no circumstances shall SGG Manufacturing Ltd. be liable under this Warranty for any defect in Products:
 1. if the defect in the Products arises because you (or any person acting on your behalf) failed to follow SGG Manufacturing Ltd.'s or a SGG Manufacturing Ltd. Supplier's oral or written instructions as to the storage, installation, use and maintenance of the Products, including the operational guide supplied with Products setting out how they should be installed and maintained (**"Operational Guide"**) and including any specific guidance given in relation to the maintenance of Products installed in a Hazardous Environment.
 2. if you (or any person on your behalf) alter or repair the Products without the written consent of SGG Manufacturing Ltd. or you (or any person on your behalf) use the Products for a commercial purpose or any other purpose other than for which the Products were designed;
 3. if the defect arises as a result of wilful, malicious or accidental damage, improper use, negligence (other than SGG Manufacturing Ltd.'s negligence), or abnormal storage or working conditions.
 4. whilst payment of the price of the Products (including any interest owing) to SGG Manufacturing Ltd. remains outstanding.



5. if the Products have not been fitted or installed correctly.
 6. if SGG Manufacturing Ltd. was not notified at the time of purchase that the Products were going to be installed in a Hazardous Environment; or
 7. if the defect arises because of fire, explosion, flood, lightening, extreme, abnormal or adverse weather conditions, acts of God, terrorism, vandalism, criminal acts or any other external influences or for any reason outside of SGG Manufacturing Ltd.'s reasonable control.
2. All rights and benefits under this Warranty will be forfeited by you if a fraudulent declaration or claim is made.
 3. If any claim by you is determined by SGG Manufacturing Ltd. to be invalid (due to any of the circumstances set out in paragraph 3.1 or otherwise by SGG Manufacturing Ltd. (acting reasonably), SGG Manufacturing Ltd. may charge you for any costs and expenses incurred in investigating the claim and charge for any repairs or replacements made.
 4. Subject to Section 1, except as expressly set out in this Warranty, SGG Manufacturing Ltd. shall not be responsible or liable to you for losses that you suffer arising out of or in connection with this Warranty. Without prejudice, to the generality of the foregoing (subject to Section 1), SGG Manufacturing Ltd. shall not be responsible for:
 1. loss of income or revenue.
 2. loss of profit.
 3. loss of business loss of anticipated savings.
 4. loss of data.
 5. any waste of time; or
 6. any losses whatsoever caused by or arising from any breach of any terms of an agreement (whether stand alone or part of any larger agreement) for sale of the Products between you and the supplier of the Products.
 5. Nothing in this Warranty excludes or limits in any way SGG Manufacturing Ltd.'s liability for:
 1. death or personal injury caused by SGG Manufacturing Ltd.'s negligence.
 2. fraud or fraudulent misrepresentation.



3. any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
4. defective products under the Consumer Protection Act 1987; or
5. any other matter for which it would be illegal or unlawful for SGG Manufacturing Ltd. to exclude or attempt to exclude its liability.

4. **Claims procedure**

1. To make a claim under this Warranty, you must: -
 1. Contact your installer or supplier first and the installer or supplier will organise any replacement parts or repairs if necessary.
 2. If you are unable to contact the original installer or supplier then you should provide a description and photographs of the product by sending to the Sales Team by one of the following methods:
 1. **Post:** SGG Manufacturing Limited Denmark House
143 High Street, Chalfont St. Peter, Gerrards Cross,
England, SL9 9QL
 2. **Email:** service@sgg ltd.co.uk
2. The information required in the Warranty Claim Form must include (but shall not be limited to):
 1. your contact details.
 2. proof of purchase; and
 3. full details of the alleged defect in your Product including photographs and a detailed description.
3. If all information required by the Warranty Claim Form is not provided in full, SGG Manufacturing Ltd. will not be able to begin the claim process which could delay your claim and/or result in it being rejected.
4. You will be contacted within 48 hours of conclusion of SGG Manufacturing Ltd.'s assessment of your claim with SGG Manufacturing Ltd.'s conclusions, proposed next steps (if any) and/or requirements for provision of further information.

5. **Governing law and jurisdiction**

You agree that this Warranty, and any dispute or claim arising out of or in connection with it (including non-contractual disputes and claims) or



its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and you submit to the exclusive jurisdiction of the English Courts in relation to such disputes or claims.