



**THRU SAFE**  
DOORS

## **THRU SAFE** DOORS LIMITED DOORS WARRANTY

The warranty set out in Clause 1 (this warranty) is given by ThruSafe Doors Limited, company registered number 9665503, whose registered office is: Dogrose Hangar, 5 Snape Road, Macclesfield, Cheshire, SK10 2NZ in respect of ThruSafe doors and is subject to all provisions set out therein.

### **1. What the warranty covers**

- a. ThruSafe warrants for 10 years from date of purchase of ThruSafe Doors (standard Warranty Period) that the doors will be free of defects in aluminium material, design and workmanship, subject to Clause 1.2 and 1.3.
- b. All hardware and biometric systems are Warrantied for a period of 1 year only

**1.2** If; you give notice in writing to the registered office of ThruSafe within the Standard Warranty period:

- c. within 48 hours of receipt of the door that part of or whole of the Doors do not comply with the provisions of clause 1.1 and
- d. ThruSafe has a reasonable opportunity of examining such affected doors

ThruSafe may at its sole discretion and subject to the terms and conditions herein replace or repair the defective product or part in question, up to a cost equal to the original purchase price paid for the ThruSafe product. If ThruSafe decides that the ThruSafe product cannot be repaired or is uneconomical to repair, then ThruSafe will at its discretion replace the product with the same or similar make and specification. All replaced products shall be warranted for the unexpired portion of the Warranty period.

### **2. General conditions**

**2.1** This Warranty is given by ThruSafe subject to the following

- a. ThruSafe shall be under no liability under this Warranty if the ThruSafe doors are not purchased from ThruSafe or an authorised ThruSafe Partner and the products must carry a ThruSafe product label.
- b. This Warranty is not transferable and does not apply to ThruSafe products which are purchased second-hand
- c. This Warranty is governed by and in accordance with the laws of England and Wales and each party submits to the jurisdiction of the English Courts unless otherwise agreed in writing by the parties.

- d. In the event that ThruSafe replace your doors you may dispose of the original doors, if they are in your possession. ThruSafe will not be liable for their disposal or any costs associated.
- e. ThruSafe will require access to any property in which ThruSafe doors are installed and will require a reasonable period of time to carry out repairs or make replacements. ThruSafe will only attend site if accompanied by a representative of the company who installed the doors.
- f. This Warranty does not apply to glass units or any parts or components supplied or installed by a third party
- g. ThruSafe will not be liable or responsible for any form of interior or external decorating or making good associated with repairing or replacing ThruSafe products.
- h. This Warranty is not valid for the installation of ThruSafe products. ThruSafe does not carry out installations.

### **3. Warranty exclusions and limitation**

**3.1** ThruSafe shall not be liable for any ThruSafe doors failure to comply with the Warranty in any of the following events;

- a. If the defect arises because the customer, installer or homeowner failed to follow ThruSafe's oral or written instructions as to the transportation, storage, installation, use and maintenance of the products
- b. If the products are altered or repaired without the written consent of ThruSafe or if the products are used for a purpose other than intended
- c. If the defect arises as a result of wilful, malicious, or accidental damage, improper use, negligence, or abnormal storage or working conditions.
- d. If the defect arises as a result of damage caused by fire or explosion
- e. If the full price including vat has not be paid to ThruSafe
- f. If the ThruSafe product/s has not been installed or fitted correctly, has not been installed by a ThruSafe Design Partner or a company that has been trained by ThruSafe



- g. If ThruSafe was not notified at time of purchase that the products were going to be installed or fitted in close proximity to the sea or in an exposed location
- h. If a defect arises as a result of flood, lightning, extreme weather conditions or any other external influences.

**3.2** All benefits under this warranty will be forfeited if a fraudulent declaration or claim is made.

**3.3** If any claim is invalid, ThruSafe may make a charge for any costs and expenses incurred in investigating the claim and charge for any repairs or replacements made.

**3.4** This warranty is in addition to your statutory and other legal rights. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards Office.

**3.5** Subject to clause 3.6 and 3.7, ThruSafe shall not be responsible to customers for losses out of, arising from, or in connection with this Warranty.

**3.6** Nothing in this Warranty excludes or limits in any way Spitfire's liability for:

- a. Death or personal injury caused by Spitfire's negligence
- b. Fraud or fraudulent misrepresentation
- c. 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
- d. Defective products under the Consumer Protection Act 1987 or;
- e. Any other matter for which it would be illegal or unlawful for ThruSafe to exclude or attempt to exclude its liability.

**3.7** Subject to clause 3.6 ThruSafe shall not be responsible for:

- a. Loss of income or revenue – consequential loss
- b. Loss of profit
- c. Loss of business
- d. Loss of anticipated savings
- e. Loss of data
- f. Any waste of time or;
- g. Any express terms of the agreement for sale for foreseeable loss of, or damage to, the physical property.

**3.8** ThruSafe shall not be liable to customers under this Warranty by reason of any failure to perform any of ThruSafe's obligations in relation to the Products if the failure was due to any cause beyond Spitfire's reasonable control.

#### **4. Claims procedure**

**4.1** To contact ThruSafe regarding a claim, please write to ThruSafe by:  
email to [info@directdoors.co.uk](mailto:info@directdoors.co.uk)