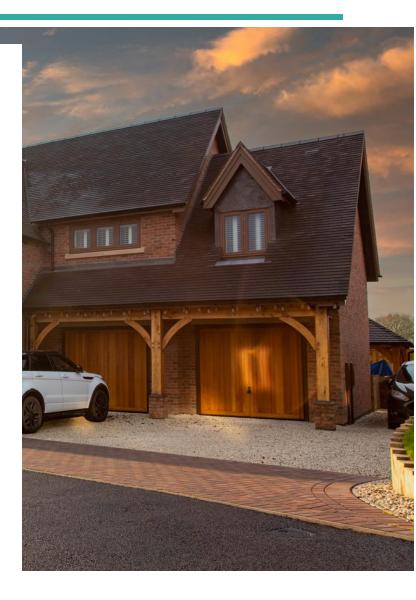
# CUSTOMER GUARANTEE GUIDE

- Workmanship Guarantee
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# 2023

Morgans Windows, Doors & Conservatories



# **Morgans WDC's Guarantee**

Issued to (Beneficiary):

Installation Address:

**Completion Date:** 

Reference:

# **WORKMANSHIP GUARANTEE**

Should a defect develop during the warranty period due to poor workmanship.

This guarantee is given by Morgans Windows, Doors & Conservatories (Morgans WDC) in favour of the beneficiary named above in accordance with the details set out below.

# **Term of Guarantee:**

For Morgans WDC's workmanship - 10 years from the Completion Date. For components and materials - the end of the appropriate warrantee period for the relevant manufacturer/product as referred to herein.

#### Warranties:

- 1.1. Morgans WDC warrants to the beneficiary that:
  - It will exercise reasonable skill and care when applying and installing the materials and components.

# Liability:

2.1. In the event that any of the materials/components are demonstrated to be defective as a result of a breach of the warranty given in Clause 1.1, Morgans WDC will, at its option and sole discretion:

- 2.1.1. Replace on site, free of charge, the defective materials/components (or the defective parts of the materials / components); or
- 2.1.2. Repair on site, free of charge, the defective materials/components (or the defective parts of the materials/components).
- 2.2. In the event that any of the materials/components are demonstrated to have been incorrectly applied or installed as a result of a breach of the warranty given above, Morgans WDC will, free of charge, reinstate any such materials/components with replacement materials/components.
- 2.3. Morgans WDC's obligations under this Guarantee shall be limited to those set out above and their liability shall be limited as set out in clauses 2.1. 2.2. (inclusive).
- 2.4. Morgans WDC shall not have any liability under this Guarantee for any direct or indirect loss including without limitation:
- 2.4.1. Loss of profit, loss of business opportunities, increased operating costs, consequential loss, purely economic loss, liquidated or other damages payable or suffered by any person as a result of a delay in the completion of a construction project, distress, suffering, inconvenience, discomfort, emotional trauma or otherwise.
- 2.5. Morgans WDC shall not have any liability under this Guarantee:
- 2.5.1. where the materials/components and/or their application or installation have been compromised by:

2.5.1.2. fire, lightning, flood, explosion, abnormal winds, earthquake, acts of war, riots, falling objects, vandalism, subsidence or any other extraneous causes outside the reasonable control of Morgans WDC;

2.5.1.3. damage (whether deliberate or accidental), misuse, willful neglect or negligence by the Beneficiary or any third party;

2.5.2. in respect of minor defects or inconsistencies with the finish.

#### **Conditions:**

3.1. This Guarantee and Morgans WDC liability under it are subject to satisfaction of the following conditions:

- 3.1.1. The materials/components have been used solely in connection with the project for which they were supplied.
- 3.1.2. The materials/components have been handled and maintained correctly and in accordance with guidelines, instructions or recommendations of the manufacturer.
- 3.1.3. All sums due and payable to Morgans WDC in respect of the supply of the materials/components have been paid in full.
- 3.1.4. Morgan's WDC is notified in writing by the Beneficiary of the likelihood of a claim under this Guarantee within 14 days of the date on which the Beneficiary ought reasonably to have been aware that it might be entitled to make a claim under this Guarantee.
- 3.1.5. Morgans WDC is given the opportunity to inspect the materials/components in question within 28 days of the date on which a claim is notified under this Guarantee and Morgan's WDC is subsequently given the opportunity to carry out the work referred to in clause 2.1. above. This Guarantee is given in good faith. Therefore, if after a site visit it is deemed the materials/component has been misused, tampered with or incorrectly maintained, we will render the Guarantee null and void. As such, remedial work would be carried out at a pre-arranged fee that will be payable before any work commences.
- 3.1.6. The claim under this Guarantee is notified to Morgan's WDC in writing by the Beneficiary on or before the expiry of this guarantee.

3.2. Morgans WDC's Liability for materials/components covered by this Guarantee which are installed by a third party are subject to the said materials/components being applied and installed:

- 3.2.1. with reasonable skill and care;
- 3.2.2. in accordance with best industry practice and any printed guidelines, instructions or recommendations provided by the manufacturer.
- 3.3 This Guarantee does not cover for breakage of glass after installation.

#### Miscellaneous

4.1. to the extent that the Beneficiary is a 'consumer; as defined in the Consumer Rights Act 2015, nothing in this Guarantee shall affect the Beneficiary's statutory rights.

4.2. This guarantee is subject to the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction in the event of dispute or claims arising in relation to this Guarantee.

# **MANUFACTURER'S GUARANTEE**

Should a defect occur in the material / component during the stated warranty time dictated by the manufacturer.

Morgan's WDC provide a wide range of products from a number of suppliers. There is a variance in the length of manufacturer's warranties and so for your reference we have tabulated them all below.

| Product Description     | Manufacturer | Length of Warranty             |
|-------------------------|--------------|--------------------------------|
| Endurance Door          | ROCAL        | Please click for Guarantee     |
|                         |              | information                    |
| Truedor Door Slab       | IG Doors     | 2 years                        |
| Truedor Frames          | IG Doors     | 2 years                        |
| Truedor Glass Units     | IG Doors     | 2 years                        |
| Truedor Hardware        | IG Doors     | 2 years                        |
| Safe Door               | Safe Door    | 10 years on door leafs and     |
|                         |              | frames                         |
|                         |              | 10 years on sidelights & top   |
|                         |              | light frames                   |
|                         |              | 10 years on factory fitted     |
|                         |              | glass unit failure             |
|                         |              | 5 years for the factory fitted |
|                         |              | locking mechanism failure      |
|                         |              | 10 years for factory fitted    |
|                         |              | furniture                      |
| Residence Windows       | HWL          | Refer direct to manufacturer   |
|                         |              | for information                |
| VEKA Windows – all uPVC | Modplan      | 10 years                       |
| products against        |              |                                |

| manufacturing defect;<br>Double & Triple glazed |                    |                              |
|---|--------------------|------------------------------|
| Double & Triple glazed                          |                    |                              |
| Double & Thple glazed                           |                    |                              |
| sealed units not do develop                     |                    |                              |
| condensation on the interior                    |                    |                              |
| glass surfaces and where the                    |                    |                              |
| glass will comply with                          |                    |                              |
| industry visual quality                         |                    |                              |
| standards, Glass & Glazing                      |                    |                              |
| Federation Guidelines;                          |                    |                              |
| Conservatory roof systems                       |                    |                              |
| against manufacturing                           |                    |                              |
| defect;   |                    |                              |
| Austenitic Stainless hardware                   |                    |                              |
| against pitting and                             |                    |                              |
| manufacturing defect;                           |                    |                              |
| Mechanical operation of                         |                    |                              |
| hinges, gearing & locking                       |                    |                              |
| systems.  |                    |                              |
| VEKA painted colour finish &                    | Modplan            | 5 years                      |
| tiled roof panels                               |                    |                              |
| VEKA hardware that are not                      | Modplan            | 2 years                      |
| of Austenitic stainless                         |                    |                              |
| manufacture                                     |                    |                              |
| VEKA external Georgian Bar                      | Modplan            | 1 year                       |
| & mechanical slot vents                         |                    |                              |
| Aluminium Profiles                              | Mercury            | Up to 25-year colour fast    |
| Aluminium Hardware                              | Mercury            | 1 year                       |
| Aluminium Glass                                 | Mercury            | 5 years double glazed units  |
| Powder Coating Sma                              | rt Systems Limited | 25 years                     |
| Gliderol Garage Door -                          | Gliderol           | 10 years corrosion free –    |
| Domestic  |                    | excludes paint surface       |
|   |                    | rubbing or fading            |
|   |                    | 1 year on lock & face plate, |
|   |                    | spring, bottom roller,       |
|   |                    | weatherseal and polyglide    |
|   |                    | 3 months on spring tensions  |
| Gliderol Garage Door –                          | Gliderol           | 1 year on lock & face plate, |
| Industrial                                      |                    | spring, bottom roller,       |
|   |                    | weatherseal and polyglide    |
|   |                    | 3 months on spring tensions  |

|  |               | 2 years electrical, 5 years<br>tubular motors, 6 years<br>mechanical & 10 years<br>corrosion free – excludes<br>paint surface rubbing or                        |
|--|---------------|---|
|  |               | fading  |
| Gliderol Glidermatic GRD HD<br>& Duel Roller - Domestic  | Gliderol      | 2 years – parts only on drive<br>unit & motor, 2 years on<br>electronics, limit switches<br>(excludes batteries, fuses &<br>bulbs)                              |
| Gliderol G+ & Roll In One<br>Door Operator - Domestic  | Gliderol      | 2 year parts only warranty on<br>drive unit & motor, 1 year<br>electronics, limit switches,<br>labour and workmanship<br>(excludes batteries, fuses &<br>bulbs) |
| Gliderol Panelglide Sectional<br>Overhead Door - Domestic  | Gliderol      | 2 years on all components,<br>labour & workmanship. 3<br>months on spring tension.  |
| Gliderol Genesis Overhead<br>Door Operator - Domestic  | Gliderol      | 2 years on all components<br>(excludes batteries, fuses &<br>bulbs)   |
| LEKA Warm Roof System  | Warmer Roof   | 10 years  |
| Britmet Roofing Tiles  | Warmer Roof   | 40 years  |
| Tapco Slate  | Warmer Roof   | 40 years  |
| Metrotile Shingle  | Warmer Roof   | 40 years  |
| Keylite Roof Vents   | Warmer Roof   | 10 years  |
| Electric components & blinds   | Warmer Roof   | 10 years  |
| Carport / Canopy – replace<br>or repair veranda profiles or<br>components which develop a<br>fault due to defective<br>materials or manufacturing<br>processes | Waverley      | 10 years  |
| Fascia, Soffit & Guttering   | GBP           | Please click for Guarantee information  |
| Glass Units  | C.S. Glaziers | Please click for Guarantee information  |