

OUR GURANTEE

Thank you for buying a Window Seat Company (WSC) product. We take care in each items to ensure you have many happy years of use in your new WSC product. Such is our confident in the products we provide WSC owners can rely on the 6 year Guarantee. If end- users do ever have a concern regarding a WSC product, this Guarantee will help you to be clear about how we are able to help. Your personal legal rights are not affected in any way by this Guarantee.

Spare part products supplied by WSC

If a defect in a spare part product is brought to our attention during the Guarantee Period which shall commence from the date it is sold WSC will repair the WSC product without charge for material or labour or provide a replacement WSC product delivered free of charge.

Installation and silicone seals

All silicone works are to be carried out by the purchasers builder who is to be a competent installer, laps and flashings are to be 100mm minimum, with a full silicone seal, please refer to the installer guide upon purchase.

This Product Guarantee applies with effect from 1 November 2020.

If you are eligible to benefit from this Guarantee then without affecting any separate legal rights you may have, under this Guarantee, WSC will undertake one of the following: 1) repair the defective WSC product at a WSC location or at the end-user, or 2) provide a replacement WSC product free of charge as determined by WSC, 3) refund the end-user the original purchase price for the WSC product, or 4) undertake such other options as relevant to the WSC product in question.

This Guarantee will apply only to the WSC products listed above subject to the conditions set out below including (but not limited to) the conditions in Section 4. In addition, this Guarantee only applies to a defect that has not been disclaimed as set out in Section 3.

2. Guarantee period

Claims under this Guarantee must be notified in accordance with Section 5 and within the period which, unless otherwise stated above, shall commence on the date when the WSC product is sold to the end-user and which will expire at the end of the relevant Guarantee Period for the WSC product in regard to which the claim is made.

3. Defects covered under this Guarantee

Subject to the conditions, this Guarantee shall cover defects which arise from the product's manufacture including in any materials used in its manufacture. Other types of defects concerning WSC products are not covered by this Guarantee and will be treated as disclaimed.

4. Conditions

Claims under this Guarantee will not be accepted where a defect has resulted directly or indirectly from a) the product's installation, [including (but not limited to) installation carried out contrary to WSC installation instructions or contrary to good workmanship standards], b) installation of the product outside recommended installation areas, c) operation contrary to standard operation or misuse, d) wear and tear, e) use of incompatible spare parts, wear parts or accessories [e.g. power supply], f) transportation, g) any form of inappropriate handling, h) product modifications or i) other factors which are other than those relating to the product's manufacture or the materials used in manufacture.

In addition, this Guarantee will not apply in regard to any defects which result directly or indirectly from neglect including [but not limited to] where there has been a failure to maintain, carry out regular testing and/or servicing, or due to neglect in maintenance of the product as described in the user/maintenance instructions or directions for use, or where the defect could have been prevented through maintenance as described in the user/maintenance instructions or directions for use. All such instructions or directions for use may will be provided on purchase of a WSC Product.



This Guarantee does not cover claims relating to:

- - Discoloration of parts that are not visible by general use;
- - Any change of colour and fading irrespective of these being caused by sun/condensation/acid
 - rain/salty splashes or any other conditions with corroding or material changing effect;
 - - Any other cosmetic conditions, such as for example hanging fabric or Venetian blind slats,
 - or changes in the sealant of the pane;
 - - Knots in the wood;
 - - Inevitable and/or expected reduction of the efficiency of the product, including technical
 - values/specifications as well as general efficiency tolerances;
 - - Variations that occur naturally in the materials used;
 - - Malfunction, reduced or restricted function or water leakage resulting from blocking or the
 - like due to ice, snow, twigs, etc.;
 - - Imperfections including colour variations, shadows or marks etc. in the glass, which were
 - present at the time of delivery or have arisen within the Guarantee Period²], and which do
 - not impair the view appreciably;
 - - Corrosion [on hardware];
 - - Damage as a result of accident, including but not limited to accidental glass breakage, dome
 - breakage or crazing;
 - - Problems due to water penetration such as ice damming
 - product;
 - - Faulty building design or construction;
 - - Movements in adjoining constructions or similar;
 - - Alterations of WSC products;
 - V-GB 01.04.2021

General - All

- - Addition of non-approved components;
- - Extreme weather conditions, lightning or severe hail;
- - Applications in areas of high humidity, areas without proper or adequate ventilation or
 - humidity control;
 - - Products subjected to conditions outside their design limitations; -
 - - Exposure to processing after delivery e.g. sanding, sand blasting, etching, pasting or other
 - surface treatment;
 - - Variations in glass or plastic coloration or damage caused by adverse conditions such as
 - corrosive environmental factors including acid rain;
 - - Glass corrosion as a result of standing water and debris on glass;
 - - Condensation on roof windows and modular skylights and any related water damage, which
 - may occur as a natural result of humidity inside or outside a building or a variation between
 - indoor/outdoor temperatures;
 - - Claims in regard to insulated glass units where any film has been applied to the glass surface,
 - and
 - - Any other conditions similar to the above, irrespective of these being characterized as defects.

5. Written complaint

To make a claim under this Guarantee the end-user is required to give notice in writing of the claim within the relevant Guarantee Period and in any event within two months of the date after which the end-user became aware or ought reasonably to have become aware of the defect which is being claimed for. The written notice must be issued to WSC to address listed below.

General - All

6. Guarantee of repaired or replaced WSC products

Where under this Guarantee WSC has undertaken a repair or replacement of a WSC product, the original Guarantee Period relevant to that WSC product shall continue to apply and shall not be extended.

7. Dismantling and reinstallation

This Guarantee does not include for the costs and expenses resulting from dismantling and re- installation of a WSC product or for any covering with a tarpaulin or other measures arising while repair or replacement works are undertaken.

8. Service visits in case of non-coverage under the guarantee

WSC shall have the right to claim compensation for the costs of service visits if the end-user's claim is not covered by this guarantee. In addition, the end-user shall pay any costs, including labour costs, incurred for the examination of the WSC product, as well as any costs in connection with dismantling and re-installing the WSC product and the protection of the WSC product and the building with tarpaulins etc.

9. Procedure for benefitting from this Guarantee

Whether or not you make a claim under this Guarantee, if you have concerns in regard to your WSC product or its installation, please contact WSC customer service department directly at the address listed below. WSC will seek to provide the best response and service possible.

WSC Company Ltd

Address: 740 Victoria Road, London, SW43 6SC

Tel: +44 7845 945678

**THE
WINDOW
SEAT CO.**