

Allan Brothers warranty terms

The following Warranty Terms are valid from 1st September 2020 for all orders delivered after this date.

1. Subject to the special conditions of clause 12 below, Allan Brothers, company number 05829849, whose registered office is at Allan House, Ord Road, Tweedmouth, Berwick upon Tweed, TD15 2XU (hereinafter 'ALLAN BROTHERS') warrants the Products will be free from defects in materials and workmanship to the Beneficiary that if, within a period of
 - (i) Ten (10) Years in the case of ALLAN BROTHERS supplied 'aluminium-clad timber' windows, patio doors, sliding doors and casement doors; or
 - (ii) Ten (10) Years in the case of ALLAN BROTHERS supplied Painted (excluding black or non-standard RAL's) 'timber only' windows, patio doors, sliding doors and casement doors; or
 - (iii) Five (5) Years in the case of ALLAN BROTHERS supplied Stained or Black or non-standard RAL's 'timber only' windows, patio doors, sliding doors and casement doors; or
 - (iv) One (1) Year in the case of ALLAN BROTHERS supplied electrical components or accessories. Starting from the date of delivery (being defined at the date on which ALLAN BROTHERS delivered the relevant product to ALLAN BROTHERS's customer) the Beneficiary notifies ALLAN BROTHERS timely (in accordance with clause 7 below) in writing with reasonable details of a fault arising from the original design or manufacture of the product, then subject to having been given an opportunity to inspect the product and having been provided by the Beneficiary with such further information relating to the fault as is required, ALLAN BROTHERS will at its total discretion, but without charge to the Beneficiary, either:
 - (a) repair the fault; or
 - (b) supply a replacement spare part or a total replacement product.

Limitations

Nothing in this Warranty shall affect the Beneficiary's statutory rights where the Beneficiary is a consumer as defined by the Consumer Rights Act.

2. ALLAN BROTHERS is a supply only company and therefore will not be responsible under this Warranty for the costs of dismantling, installation or other workmanship relating to any replacement product or spare part, including any costs of lifts, scaffolding, cover by tarpaulin or other measures or equipment required to replace a product or spare part.
3. ALLAN BROTHERS's liability is limited only to the replacement value of the defective product. In no circumstances shall ALLAN BROTHERS be liable, in contract, tort, negligence or otherwise, for any incidental or consequential loss or for any special, exemplary, liquidated or other damages or penalties of whatever nature or other financial loss whatsoever arising out of or in connection with the products including the use or resale (if applicable) of any products.
4. ALLAN BROTHERS will not be responsible for any fault in any product arising from any specification or design of any third party.
5. No claim may be made under the Warranty after the expiry of the time periods identified in clause 1.
6. Subject to any rights of the Beneficiary where the Beneficiary is a consumer, the rights set out in this Warranty are the sole remedies offered in relation to the product covered by the Warranty and all other warranties, conditions and terms implied by statute and common law (save for any that may be implied by law) are excluded to the fullest extent permitted by law.
7. Any claim under the Warranty must be made in writing to ALLAN BROTHERS within fourteen (14) days after the fault has been discovered, or ought reasonably to have been discovered, and in any event a claim must be made within the time periods identified in clauses 1 and 12.
8. This Warranty will not apply to any fault that is due to incorrect or negligent storage, transportation, fitting, installation, lack of or inadequate maintenance, incorrect or negligent operation whether by the Beneficiary or any third party. This Warranty is conditional upon compliance with the guidance notes contained within the ALLAN BROTHERS Operation and Maintenance Manuals

and/or User Guides. If the Beneficiary is not in possession of such manuals or guides then these can be ordered from ALLAN BROTHERS or downloaded from ALLAN BROTHERS's website.

9. ALLAN BROTHERS warrants the performance of the powder coating applied to aluminium profiles and water-based lacquer or paint applied to timber sections only, subject to compliance with the ALLAN BROTHERS manuals and guides referred to in clause 8.
10. ALLAN BROTHERS does not exclude or limit its liability in negligence for death or personal injury or for fraud or wilful default or otherwise insofar as any exclusion or limited of its liability is void, prohibited or unenforceable by law.
11. When a claim is made under the Warranty, ALLAN BROTHERS reserves the right to charge a fee of £250 plus VAT to the Beneficiary. This fee is however refundable should ALLAN BROTHERS consider the claim to be covered by this Warranty.

Special Conditions Glass Units/Panes

12. The following further special conditions apply to a claim under this Warranty in regard to ALLAN BROTHERS double or triple glazed units:
 - (i) The glass panes must have been fitted in an ALLAN BROTHERS factory or by an ALLAN BROTHERS approved installer or service engineer.
 - (ii) The glass panes in the spacer track must have been stamped with the date of production (year/month).
 - (iii) A fault in a glass pane will not be covered where the glass pane has been damaged by external conditions, e.g. knocks or blows, or by movements in adjoining buildings, damage by frost, thermal effect or any chemical damage to the glass.
 - (iv) The glass pane will not be covered where it has been exposed to any processing after delivery, e.g. grinding, sand blasting, etching, painting, sticking on, or any other surface treatment.
 - (v) The drain path on the window system must not have been blocked.
 - (vi) This Warranty does not apply to exterior condensation appearing outside the cavity (whether indoor or outdoor) of ALLAN BROTHERS double or triple glazed units. The Warranty only covers that ALLAN BROTHERS standard double or triple glazed units shall remain free of particles of dust or of humidity in the unit cavity for ten (10) years in the case of windows, patio doors, sliding doors and entrance doors and five (5) years in the case of glazed units with a spacer less than 14mm.

Scope and Governing Law

13. This Warranty applies only to products which are situated in England, Scotland, Wales or the Channel Islands at the time of a claim under this Warranty.
14. The law which applies to any matter relating to this Warranty shall be the law of England and Wales.

Assignment

15. The Beneficiary shall be entitled to assign or transfer this Warranty and the rights under this Warranty to an owner of the building where the ALLAN BROTHERS products are fitted. An assignment will only be valid if notified in writing to ALLAN BROTHERS.

Third Party Rights

16. The parties agree that this Warranty shall not confer, and shall not purport to confer, on any third party any right to enforce any term of this Warranty for the purposes of the Contracts (Rights of Third Parties) Act 1999.