

Apeer – 10 Year Guarantee Ver 2 2017-02

1.0 Guarantee Terms and Conditions

Subject to the terms and conditions herein, New World Developments Limited trading as Apeer (from here now on referred to as Apeer) guarantees to the original purchaser only (and is not transferable) that all of its products shall:

- a) be free from defects in material or workmanship;
 - b) conform to any published specification or description;
 - c) be of satisfactory quality and fit for any purpose held out by Apeer; and
 - d) comply with all applicable statutory and regulatory requirements.
- for the periods specified below.

This guarantee applies to all Apeer products (Apeer, Lumi, Isolate) under normal use (as determined by Apeer in its sole discretion). This guarantee does not cover losses or damages attributable to improper installation, inadequate maintenance, improper product use, failure to follow Apeer's instructions, wear and tear, wilful damage, neglect, abnormal storage or working conditions, after market product modifications or unauthorised repair, normal weathering, highly corrosive environments, damages caused by fire, accident, flood, acts of God, vandalism, building settlement or structure failures, or other occurrences beyond Apeer's control. Apeer makes no representation, the guarantee, express or implied, as to the performance of its products in a tropical storm or hurricane. Apeer's products are tested in accordance with The Construction Products Regulations BS 14351-1, and also to: BS8529;2010/PAS24; 2012.

Apeer's liability in respect of its products is limited to repair, replacement or refund (as determined by Apeer in its sole discretion) and does not include removal of the product (or components of the products) or installation of replacement products or replacement components. Replacement components provided will be the closest equivalent product available.

The guarantee will not be extended by supplying replacement parts (the guarantee in respect of the product will instead continue for its remaining unexpired term). Risk is passed to the customer at time of delivery or collection and Title is passed to customer when payment is received in full as stated in Apeer's 'Conditions of Sale'. All goods remain the property of Apeer until they are paid for in full. Until all goods are paid for in full no guarantee will be offered.

1.1 Structural Integrity of Products

All products shall be free from defects in material or workmanship and maintain their structural integrity and form for a period of ten (10) years following delivery. Where Apeer supply door slab only (no frame supplied) the guarantee is limited to issues directly connected with door slab only. No guarantee is extended to any aspects of door frame and problems relating to installation of door and frame set. Where Apeer doors are manufactured using a customers profile any aspects of product defect attributable specifically to the profile are not covered under guarantee.

1.2 Hardware

The guarantee only applies in respect of products originally installed in a single-family residence. Apeer guarantees that for a period of ten (10) years following delivery that the mechanical operation of hardware components will be free from mechanical defect (for the avoidance of doubt excluding any defects caused by installation) provided the hardware has been used in accordance with its original purpose and correctly maintained. Guarantee on surface finish of furniture is guaranteed against corrosion is four (4) years. These guarantees shall not apply where handles, hinges and locking system have been subjected to stresses and operating forces beyond recommended levels as stipulated by the GGF guidelines and British Standards Code of Practice.

1.3 Locks

This guarantee applies in respect of products originally installed in a single-family residence. Apeer guarantees that for a period of ten (10) years following delivery that the mechanical operation of lock components will be free from mechanical defect (for the avoidance of any doubt, excluding any defects caused by installation) provided the hardware has been used in accordance with its original purpose and correctly maintained. Surface finish of the lock is guaranteed against corrosion for a period of one (1) year. These guarantees shall not apply where locking mechanisms have been subjected to stresses and operating forces beyond recommended levels as stipulated by the GGF guidelines and British Standards Code of Practice.

1.4 Stainless Steel hardware and glazing trims.

Stainless steel hardware is guaranteed against mechanical defect for ten (10) years. Stainless steel is guaranteed against corrosion for ten (10) years provided appropriate care and maintenance has been carried out. 'Tea staining' on stainless steel components is common and can occur on the surface of all stainless steels when contaminants are left uncleaned. This is not an indication of poor quality stainless steel but rather a lack of cleaning and maintenance and is not covered under guarantee.

1.5 Glass

Apeer warrants that the sealed glass component of insulated glass shall be free of defects resulting in material obstruction of vision or film formation caused by dust or moisture on the internal surface of a sealed unit for a period of ten (10) years following delivery. Imperfections such as scratches or reflected distortions from a tempering or heat strengthening process are to be expected and are not covered under this guarantee. Imperfections such as seeds, marks, scratches and imperfections are not covered under guarantee except where they fall outside of guidelines set down by (GGF) Glass and Glazing Federation Standard Section four (4). Laminated Glass — Apeer warrants that for a period of five (5) years from delivery under normal conditions of use, the products shall be free of defects resulting in material edge separation or obstruction of vision from delaminating. Broken glass is not covered under this guarantee.

1.6 Decorative glass.

Fused tiles are hand made and are subject to imperfections such as air bubbles and seeds which are not considered faults and hence these attributes are not covered under guarantee. Decorative designs using coloured film are subject to variance in the film colours, this is part of the normal manufacturing process. The guarantee does not cover variance in film colours. Where a design is on the outside face of the glass unit, the guarantee does not cover scratched, marked or damaged lead-work or bevels. Lead-work is guaranteed for a period of ten (10) years against coming away from the glass surface except where the lead is on the outer face. Outer Face means face one (1) or four (4) on a double glazed unit and face one (1) or six (6) on a triple glazed unit.

1.7 Re-glazing doors

All Apeer doors (excluding MODO models) can be re-glazed; this must be done in accordance with Apeer re-glazing instructions. Defects resulting from improper reinstallation of glass units and any damage caused in this process are not covered under guarantee.

1.8 Paint Finish

Apeer warrants that for a period of ten (10) years following delivery that the finish will not peel, crack or blister provided that the customer and the end customer follow Apeer's simple maintenance procedure of regularly washing the product with warm soapy water. Note that as two-pack coat is a commercial finish, it is typical for two-pack coated finishes to have an orange peel appearance, speckles, bubbles, craters, pinholes and processing marks that occur during manufacturing. These are not considered defects or covered under the guarantee unless they are grouped, obtrusive or visible individually from three (3) metres. Painted surfaces are guaranteed not to fade greater than 10.0 delta-E from original colour over the ten (10) years of the guarantee period provided the door has not been in contact with solvents and/or bleaching agents. Cleaning of the product should be done using mild soapy water only chemicals and abrasives should not be used and will invalidate guarantee if used and subsequent damage is caused.

1.9 Colour matching

Apeer doors are sprayed using two-pack industrial paint for long life finish. Colour repeatability is limited to 1.0 delta-E between batches (or individual painted components or doors). Inspection of colour is always done under natural daylight and guarantee claims for inspection under any other lighting sources will not be considered. Colour boards, colour swatches and colour charts as supplied by Apeer are for guidance only and should never be considered as an exact match. While every effort is made to reproduce colours exactly this is not always practicable. Specifically Patina finished doors to match foiled frames are manufactured with a hand applied process. Variation in colour in this process should be expected and end customers should be made aware of the limitations of this colour matching prior to purchase. No guarantee claims are extended to colour matches which lie within the parameters laid out herein. Lumi Windows utilise a ceramic paint fused onto the glass during the toughening process. Whilst every effort will be made to achieve close colour matches, the processing characteristics can lead to some colour variation.

2.0 Condensation

Condensation is a phenomena caused when warm moist air comes into contact with colder surfaces. Condensation forming on Apeer products does not indicate any fault with the product and as such is not covered in the terms of the guarantee.

2.1 After sales modification

Apeer products are not guaranteed against problems arising because of installer or user modification to the product unless expressly agreed on a case by case basis in advance in writing from Apeer. Any unauthorised application of paint by any method to the door surface will automatically invalidate the guarantee. Any problems arising from additional drilling or cutting of openings or attachment of items to door are also not covered under the terms of the guarantee.

2.2 Shortages

No liability will be accepted regarding claims or complaints of shortages or incorrect parts unless notified to Apeer within 72 hours of delivery. Delivery shall occur on the products arrival at the agreed delivery location. Notification must include valid reference number. If shortages or incorrect parts notified to Apeer are found to be valid, the Company shall, at its sole discretion, supply the missing Goods or refund that part of the price for the Goods not supplied.

2.3 Transit Damage

No liability will be accepted regarding claims for transit damage unless notified to Apeer within 72 hours of delivery and prior to being installed. Notification must include valid reference number and photographic evidence of damage. If damage is found to be valid, the Company shall, at its sole discretion, repair the damaged item(s), supply replacement item(s) or issue a refund for the damaged goods.

2.4 General Terms

Apeer reserves the right to charge for replacement parts until the defective parts are received back by Apeer. Apeer will reimburse the payment in the event of receipt of defective part and inspection determines the guarantee claim is valid. Apeer's liability under this guarantee is limited to replacement of parts only. The guarantee does not include repair, removal or installation of replacement parts. Apeer is not responsible for resolving any dispute between its customers and their end customers. This guarantee is for the benefit of Apeer's customers only, and if Apeer's customer becomes bankrupt or is liquidated this guarantee is null and void. This guarantee is not for the benefit of, or enforceable by the end user. Except as expressly provided herein; Apeer shall have no liability to the customer in respect of a product's failure to comply with this guarantee. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this guarantee. There are no other guarantees except as stated herein; any guarantees of merchant ability or fitness for a particular purpose are limited to the duration of guarantee coverage of these express written guarantees. To the extent permitted by law, Apeer shall in no circumstances whatever be liable to the customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect consequential damage, loss or injury arising under or in connection with this guarantee. Apeer's total liability to the customer in respect of all other losses arising under or in connection with this guarantee whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the products.

This guarantee and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland. Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this guarantee its subject matter or formation.

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The logo for Apeer, featuring a large, light grey vertical bar on the left side of the word 'Apeer', which is written in a bold, sans-serif font.