



# Product Guarantee

Evolution Windows has a long history of supplying quality products to our customers. We continue to monitor all aspects of our products and services to ensure that they are in line with our ongoing commitment to continual product and service development.

| Guarantee Periods   |           |
|---|-----------|
| Extrusion; White PVCu & laminated extrusion<br>(Against warping, cracking, splitting & discolouration outside of the band specified in British Standards) | 10 years* |
| Glass sealed units<br>(Against breakdown - condensation within the unit)  | 10 years* |
| Window locks  | 10 years* |
| Friction hinges   | 10 years* |
| Fab & Fix hardware  | 10 years* |
| Avko solid colour paint<br>(We do not offer a Guarantee against Pearlescent or Metallic Finish)   | 10 years* |
| Door locks  | 10 years* |
| Screws & fasteners  | 10 years* |
| Ventiss handles   | 10 years* |
| Traditional Window Fittings handles   | 1 year**  |
| Georgian bar adhesion   | 10 years* |

\*All guarantee periods will not apply if products and/or components fail due to: Negligence, vandalism, wilful damage, extreme environmental conditions, or excessive wear and tear.

\*\*Items must be maintained in accordance with the TWF maintenance and care instructions.





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## General Conditions

Subject to the terms & conditions of this Guarantee, Evolution will offer a 10 year guarantee for the product. This guarantee will start from the date of delivery that corresponds with the unique job number. If it is necessary to repair or replace products that are found to be defective, any such repair or replacement will not extend the duration of this guarantee, but the replacement products will be guaranteed for the remainder of the 10 year period.

This guarantee extends only to products that have been manufactured by Evolution for use in the United Kingdom.

Evolution will not be liable for any consequential loss, damage or expense, whether for loss of profit or otherwise or any other claims for consequential compensation whatsoever or howsoever arising (and whether caused by negligence of the company, its employees or agents otherwise) which arises out of or in connection with the supply of its products.

This Guarantee shall be construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the English Courts only.

This guarantee does not affect the statutory rights of the customer when acting as a consumer.

## Extent of Guarantee

The benefit of this guarantee is limited to products that are found by Evolution to be faulty as a result of defective workmanship by Evolution or defective materials supplied by Evolution. It does not include defaults or damaged caused by poor installation.

## Notification Procedure

Should the customer become aware of a defect in the products that is considered to be covered by this guarantee, or at the time that a customer reasonably ought to be aware of the defect, then the customer must:

Promptly supply their original installer with written particulars of such claimed defects (and in any event no later than 7 days from discovery or from when the defect reasonably ought to have been discovered); and provide all necessary access and other reasonable facilities and information required to enable Evolution to ascertain or verify the nature and cause of the defect claimed, by way of a site inspection and report to be carried out by a qualified representative of Evolution or approved retail partner's service team.

Should the site visit from Evolution fail to support the customers' claim, then the customer shall reimburse Evolution for its reasonable costs in carrying out the site visit and preparing the report.

## Repair or Replacement

Where Evolution is satisfied, following a site inspection and report, that any defect in the product is covered by the terms and conditions of this guarantee, Evolution will repair or, at its option, replace any defective products. Should Evolution choose to repair or replace defective products, Evolution shall not be responsible for any installation costs. In respect of any replacement to a product, where an identical replacement product is unavailable, then an alternative of similar specification will be provided.

## Restrictions of Guarantee

The customer recognises that the products are supplied in accordance with Evolutions manufacturing conditions as notified to the customer prior to the time of delivery. Goods will be manufactured and supplied in line with the customer signed off order acknowledgement and in conjunction with Evolution's terms and conditions of supply. Should the customer make any changes to the materials or processes that could have a negative bearing on the performance of the product, the customer shall be deemed to be doing so at their own risk and Evolution shall be released and absolved from this Guarantee.

This Guarantee shall not apply to any defect in a product which results, in Evolutions reasonable opinion:

From any use of the products that is not consistent with their 'normal' use as envisaged by Evolution. Normal wear and tear, accidental damage, damage by misuse, or damage resulting from assembly or installation. Products being cleaned with materials other than mild detergent and water.

Furthermore, this Guarantee does not cover products for which Evolution has not received payment in full:

That have been supplied or installed outside the United Kingdom. That have not been installed in accordance with British Standard BS8213-4. In the event of any defect in, or failure of, the product, or in the event the product fails to perform as represented or expected, Evolutions sole and exclusive obligation is to repair or replace the product subject to the limitations set out in this Guarantee and Evolution shall have no other liability in relation to a defective product. In the event that any provision of this Guarantee or the application thereof is, to any extent, held invalid or unenforceable, then the other provisions of the Guarantee shall remain in full effect.

## Force Majeure

Evolution will not be liable for any claim arising under this Guarantee as a result of Force Majeure.