



## 10 Year Guarantee

### ALUMINIUM PROFILE

Tradelink guarantees that all aluminium products supplied (subject to the exclusions noted below) will be of satisfactory quality and free from defects in both material and workmanship, for a period of 10 years following supply, provided that they are installed and maintained in accordance to Smart Systems recommended instructions. A copy of the cleaning, maintenance and repair document is enclosed for your information.

The above guarantee will apply only to defects appearing within 10 years from the date of delivery and provided that Tradelink are notified in writing of such defects within twenty-one days of you becoming aware of such defect. The sole and exclusive solution with respect to the above guarantee or with respect of any other claim relating to defects or any other condition arising from the use of the materials supplied by Tradelink, however caused, and whether such claim is based upon the guarantee, contract, negligence, strict liability or otherwise, is limited to repair or replacement or such materials or repayment by Tradelink of the purchase price paid to it at Tradelink's option. No provision of this warranty seeks to exclude or restrict our liability for death or personal injury caused by our negligence, nor for fraud.

Tradelink does not make any other representations or guarantees, expressed or implied, including but not limited, to any implied guarantee of fitness for a particular purpose in no event shall Tradelink be liable for special, direct, indirect or consequential damages or losses howsoever arising, including but not limited to loss of use or profits.

A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of this agreement but this does not effect any right or remedy of the third party which exists or is available apart from that Act.

For these guarantees to be applied a record must be kept as proof of maintenance carried out in accordance to the instructions as supplied by Tradelink.

### POWDER COATING

The coated aluminium is guaranteed against the following faults for 10 years:

- Peeling, powdering and blistering
- Corrosion, except due to bending or folding after the application of the paint
- Chalking, fading and loss of sheen out of the Qualicoat regulation
- Filiform corrosion

### AFTER CARE

The end user of this guarantee is responsible for the maintenance and cleaning of the product (see Smart Cleaning, Maintenance and Repair Manual).

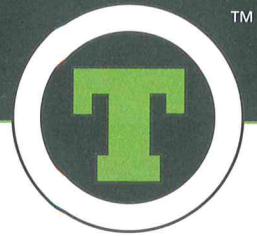
If the end user is affected by one or more of the exclusions to use this guarantee, Tradelink shall search for the best solution to recover work to its normal state.

### ACCESSORIES

All materials are sourced on the basis that they meet the exacting standards demanded by Tradelink and that their performance will be consistent with the requirements of our high quality products. All fittings, including hinges, handles and locking mechanisms are sourced in accordance with performance specifications determined by Tradelink Direct Limited to ensure the best results are achieved in each individual manufactured unit.

### GLAZING

All double glazed units when supplied in conjunction with our products are guaranteed for a period of ten years against breakdown of primary seal between 2 panes. All double glazed units comply with current BSI Standards and within the codes of practice of the GGF. Our warranty **does not** cover the phenomena renowned in the glass industry such as 'Brewster's fringes' Newton's rings' etc.



## CONDITIONS

All frames, fittings and glass units supplied are guaranteed by this company, and any faults which may occur with the said items subject to the above statements, must be reported to our office in writing within the guarantee period. All replacement parts required will be supplied free of charge within a maximum of 4 weeks from receipt of report. Our guarantee does not include any labour required to carry out the remedial work or any claims for costs incurred by doing so. Faulty parts/units must be returned to us within a period of 21 days from delivery.

Our guarantee is only valid on products paid for in full within set terms of credit determined for each individual customer. However the company will allow a 10 day margin of error between payment due and received and will honour the warranty on those items which may fall within this category from time to time, but reserve the right to withdraw this privilege should this situation become the norm over any six month period.

### **Exclusions**

The following causes of damage are excluded from the guarantee:

1. Willful, intentional or accidental damage
2. Damage caused by war, terrorist action or sabotage, strikes, trade disputes, rebellion, civil disturbance, requisitioning, government or other authority's regulations. Direct or indirect causes of blowing up, a temperature of more than 70 deg. C., radio activity, poison, explosive or dangerous nuclear states.
3. Damage caused by poor workmanship by not following normal working practices.
4. Damage caused by changes made to the profiles or materials afterwards.
5. All damaging on the coating due to unusual use and normal ageing caused by mechanical contact, large changes and thermal shocks, rubbing of items or objects damaging not affecting the aesthetic appearance of the work, poor water drainage of the concept, aggressive and polluted environment.
6. Indirect loss or tort or delicate or otherwise for loss whether consequential or otherwise howsoever caused.
7. Damage due to cleaning or attachment of materials due to non-neutral chemicals.
8. Damage due to the use of the products due to installation they were not designed or intended to be used for.
9. Slowing down or delaying the repair of preventative repair due to testing or inspection.
10. The material coated is sited within the direct influence of zones of salt water (within 500 meters of high tide line), acid or industrial or other aggressive emission sources which are known or believed to be damaging or corrosive to thermosetting powder coatings.
11. The whole or partial replacement of the profiles or parts of it.
12. Direct or indirect damage due to deformation of the materials after coating.
13. Damage due to one or more electric current due to the use of alloys or materials which are not compatible with aluminium, copper, lead, zinc, etc.
14. Less than 5% of the exposed external surface is affected.

We the undersigned being the current directors of Tradelink Direct Limited will ensure the above guarantee is operated in accordance with the company policy as stated on this document.

Simon Richards  
Company Secretary  
For and on behalf of Tradelink Direct Limited