

OMEGA WINDOWS AND DOORS – EXTRUSIONS WARRANTY

This warranty is provided by McKechnie Aluminium Solutions Limited (MASL) for aluminium extrusions it supplies to enable fabrication of Omega Windows and Doors (the extrusions).

MASL warrants that the extrusions it supplies meet or exceed the following standards (as they are expressed at 1 October 2013) at the point of supply:

1. NZS4211:2008
2. WGANZ SSA 3503:03:2005
3. Endurocolour[®] powdercoating quality assurance standard for New Zealand

MASL will repair or replace any extrusion it has supplied where there is a material fault or defect in the extrusion such that it does not comply with the express warranties given above. The warranty will be for a period of 5 years from the date of delivery of the extrusions by MASL and is subject to the conditions set out below.

Conditions

MASL will not be liable to repair or replace any faulty or defective extrusions:

1. Unless written notice of the claim is received by MASL as soon as reasonably possible following the discovery of the claimed defect.
2. Where the defect is the result of incorrect storage, installation or handling by any party following its dispatch from MASL's facility.
3. Where any attempt to repair the defective extrusion is made by any person not authorised by MASL to effect such repair.
4. Where the defective extrusion has been modified in any way without the prior written approval of MASL.
5. If any party involved in the fabrication or installation of the extrusions into an end customer's property does not follow appropriate cleaning and handling requirements specified from time to time by MASL.
6. If regular maintenance in accordance with the Omega Windows and Doors care and maintenance requirements [as attached] has not been followed by any party.
7. Unless agreed the extrusions have been taken outside New Zealand either before or after fabrication.

8. Where the defect or fault claimed is as a result of the fabricated window(s) and/or door(s) failing to meet wind zone ratings in the area where the works are being completed.
9. All hardware is covered by their specific manufacture warranty and is excluded from this warranty.
10. Where the defect or fault claimed is a surface finish defect or blemish which can only be seen when within two metres of the extrusions. Any minor colour or shade variations are not considered to be defects.

Limitation

Notwithstanding the warranty above, the Company shall not under any circumstances be liable for any loss of profits nor for any consequential indirect or special loss, damage or injury of any kind suffered by the fabricator or any customer claiming through the fabricator and arising whether directly or indirectly from any breach of MASL[®] obligations including any warranty set out above.

Notwithstanding this exclusion of liability, in the event that the Company is liable to repair or replace any defective or faulty extrusion, the sole remedy available will be, at MASL[®] option, the repair or replacement of the defective extrusion or a cash sum equivalent to the original cost of the length of defective extrusion.

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