

ThermaScreen Warranty Terms and Conditions

1. This product warranty (“Warranty”) is given by us to the original end purchaser (“You”) of ThermaScreen Windows products sold in New Zealand. “We” or “us” means ThermaScreen Windows. The Warranty is subject to the terms and conditions set out below:
2. The Warranty applies to all ThermaScreen Windows window and door products (“the Products”).
3. **We warrant that:** subject to the conditions and exclusions set out in the Warranty as follows.
 - a. **Basic Window and Door Units** – The uPVC components are warranted against chipping, cracking, peeling, pitting, blistering, or delamination for 10 years.
 - b. **Hardware** – Any moving parts such as balances on double-hung windows and locking mechanisms on all units are warranted for 5 years.
 - c. **Handles** – All patio door handles with a Bright Brass, Satin Nickel, or Aged Bronze finish against tarnishing for 5 years. Handles with a painted finish, Flat Bronze, Modern Bronze, or Antique Brass finishes are warranted against flaking, checking, blistering, or peeling for a period of 1 year.
 - d. **Insulated Glass Units (IGU) utilizing Super Spacer®** – IGU are warranted in uPVC Windows or Doors for a period of 10 years concerning the air-tight seal. Visual defects must be seen from a distance of at least 3 meters (Refer to AS/NZS4667:2000).
 - e. **Internal Blinds** – Blind units are warranted against seal failure and defects in material and workmanship for a period of 5 years.
4. **Conditions:** The Warranty will only apply where:
 - a. You acknowledge in writing within 14 days from the time of delivery any items that may contain physical damage from or prior to delivery.
 - b. You notify us of any other breach of Warranty, in writing, within 30 days of the defect becoming apparent to you (or when it should reasonably have become apparent) and you provide evidence of damage and your proof of purchase;
 - c. You make your claim before the expiry of the Warranty Period;
 - d. You provide us with a reasonable opportunity to inspect the alleged defect prior to any removal, repair or replacement;
 - e. Where not installed by us, the Products have been installed in accordance with our literature current at the time; the New Zealand Building Code and any other relevant New Zealand laws, regulations and guidelines;
 - f. You have not purchased the Products for use or installation in any works, erection, structure or construction other than a “household unit” (as defined in the Building Act 2004)

5. **Limitations:** For the avoidance of doubt the Warranty does not apply, and We are not liable for the following matters (including):
- a. Any damages in the Products resulting from a failure to comply with our care and maintenance guidelines;
 - b. Any damage caused during the course of installation, storage, or transport after initial delivery;
 - c. Any defects which are caused, or contributed to, by third party installation, third party works post installation, third party design or engineering of the building or by products supplied by third parties;
 - d. Any alterations of the Products in any way including tints, films, or painting;
 - e. Weathering and colour changes as a result of exposure to the elements;
 - f. Slight surface and colour variations.
 - g. Expected wear to door rollers, weather pile or the like that may need to be replaced as they wear out;
 - h. Damage caused to insect screens or breakage of glass after receipt of delivery;
 - i. Any defects caused by factors outside our reasonable control such as any movement of the building or exposure to conditions that normally have an adverse impact on materials such as seismic activity, unsuitable chemicals, explosion, radiation, fire, collision or other accident, acts of God, vandalism, adverse weather conditions such as (severe hail storm or storm);
 - j. Any Products which have been removed from their original place of installation;
 - k. Caulking or any other installation materials required to install windows or doors are not considered part of the window or door and are not covered by Warranty.
6. **Benefits:** Subject to any legal rights You have that cannot be limited (for example the Consumer Guarantees Act or Building Act), our liability shall be limited at our sole option to:
- a. replacing or repairing any defective Products; or
 - b. supplying equivalent Products; or
 - c. paying the cost of replacement Products; or
 - d. paying for the repair of the Products limited to the cost of the replacement Product.

Where We elect to repair or replace any Products, We do not guarantee an exact colour match. If specific models or configurations are no longer available, alternative but equivalent items may be substituted. For the avoidance of doubt, if We repair or replace Products under the Warranty, the repaired or replaced Products are warranted for the remainder of the original Warranty Period.

ThermaScreen shall not be liable to the Purchaser for any consequential damages, such as, but not limited to, damages or loss to other property or equipment, loss of use, or claims of service interruption, for breach of any written or implied warranties of this product. In all cases, our liability is limited to the value of the Products supplied to You.

7. **Expenses:** You will be liable for any expenses that you incur in making a claim.