

Please note: If you are a Consumer you are entitled to certain statutory rights in relation to goods purchased from MassimoSky and your statutory rights as a Consumer are not affected by this warranty.

## Definitions

The following definitions apply in this document:

"Consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

"MassimoSky" means MassimoSky Limited, a company registered in England and Wales with company number 11707919 and whose registered office is at 20-22 Wenlock Road, London, N1 7GU.

"Term" means the term of the Warranty calculated in accordance with clause 4.

"Warranty" means the Warranty provided by MassimoSky to you on the terms set out in this document.

## 1. Conditions of the Warranty

- 1.1. In addition to any of your statutory rights as a Consumer, this Warranty will apply to windows, doors or glazing which have been purchased directly from MassimoSky, and which:
  - 1.1.1. Have been installed by MassimoSky; or
  - 1.1.2. Are judged by MassimoSky to have been installed according to MassimoSky's instructions, and
  - 1.1.3. Are judged by MassimoSky to have been maintained according to MassimoSky's instructions.
- 1.2. The validity of any claim under the terms of this Warranty in respect of any defect covered by this Warranty will be subject to inspection of the faulty parts by MassimoSky.
- 1.3. Without limit to your statutory rights as a Consumer, whilst any sums payable by you to MassimoSky remain outstanding the Warranty shall have no effect and will not apply to any goods purchased by you.

## 2. Extent of the Warranty

- 2.1. Subject to the conditions and exclusions set out within this document and for the Term of the Warranty:
  - 2.1.1. MassimoSky will provide the free of charge repair or replacement of any component found by MassimoSky to be defective as a result of poor workmanship.
  - 2.1.2. MassimoSky will meet all travel costs of its technicians relating to travel within mainland United Kingdom only. However, all reasonable travel costs incurred by MassimoSky's technicians relating to travel to and from any destination where the glazing is located outside of mainland United Kingdom (including all reasonable accommodation and sustenance expenses properly and necessarily incurred by MassimoSky's technician) will be borne by you.
  - 2.1.3. MassimoSky will meet all labour costs of removing the defective part and of refitting the replacement part.
  - 2.1.4. The Warranty will not cover the cost of a MassimoSky technician visiting your home or location if there is no fault found with the glazing. In such cases, this cost will be charged at the current daily rate (details of which are available on request from MassimoSky). Any components removed from the glazing and replaced will automatically become the property of MassimoSky.
- 2.2. If the glazing is deemed uneconomical to repair by MassimoSky, the cost of removing, replacing and reinstalling the unit will be met by MassimoSky subject to the following exclusions:
  - 2.2.1. The cost of providing any crane or lifting equipment access for the replacement unit to the upstand or the arrangement;
  - 2.2.2. The cost of any health and safety requirements during access and replacement of components or glazing to the upstand or arrangement;
  - 2.2.3. The cost of providing any crane or lifting equipment if required to move the replacement unit from the delivery vehicle to the upstand;

2.2.4. The cost of arranging for the closing of any highway or other access road (if applicable), all of which shall be the sole responsibility of the customer.

### 3. Exclusions

3.1. The Warranty will not cover:

- 3.1.1. Any shattering, cracking, breakage or other damage to glass.
- 3.1.2. Any consequential or subsequent loss of any nature, including any loss of profits.
- 3.1.3. Any failure or defect outside of the Term of the Warranty.
- 3.1.4. Any failure caused by an accident or any other external cause where the external cause includes, but is not limited to fire, theft, attempted theft, or explosion.
- 3.1.5. Any failure due to loss of electrical connection to electronically operated glazing. Electrical power needs to be maintained to preserve the condition of batteries. Any prolonged period where a unit is not connected to an electricity supply may result in premature failure of batteries which may require a replacement not covered under this Warranty.
- 3.1.6. Any failure due to connection to a power supply of incorrect voltage.
- 3.1.7. Any failure (including but not limited to, breakage or damage) arising from, or caused, directly or indirectly by any abuse, misuse or other improper use of the glazing.
- 3.1.8. Any failure caused by walking on a unit that is not specified as 'walk on glass.'
- 3.1.9. Any claim arising, directly or indirectly from:
  - 3.1.9.1. wear and tear, gradual deterioration or corrosion.
  - 3.1.9.2. any failure to follow installation and commissioning instructions provided or made available to you by MassimoSky.
  - 3.1.9.3. any cleaning process or method not carried out in accordance with the operating and maintenance instructions for the glazing.
  - 3.1.9.4. failure to follow the operating instructions in the O&M Manual provided by MassimoSky.
  - 3.1.9.5. use of a glazing for anything other than its intended use.
  - 3.1.9.6. scratching or chipping of powder coated or painted framework.
  - 3.1.9.7. overhaul, repair or attempted repair or modification or any loss or damage caused by them, where the work is not carried out by MassimoSky.
  - 3.1.9.8. Atmospheric or climatic conditions, moths, insects, birds, vermin, fungus.
- 3.1.10. Any claim of whatever nature directly or indirectly caused by, or contributed to, or arising from:
  - 3.1.10.1. impairment of the glazing operation or performance as a result of local obstacles causing interference with the operation.
  - 3.1.10.2. any loss caused by acts of war, terrorism, nuclear explosion, sonic boom or radioactivity.
  - 3.1.10.3. any loss resulting from pressure waves caused by aircraft and other aerial devices travelling at sonic or subsonic speed.
  - 3.1.10.4. any loss resulting from any item or substance falling from any aircraft or other aerial devices.
- 3.1.11. Any claim where the glazing, any defective or faulty component or any other part of the glazing has not been retained by the customer for inspection by MassimoSky.
- 3.1.12. The cost of providing access or complying with health and safety requirements for access to the unit or any replacement parts or unit to the upstand, or the arrangement and cost of any crane or lifting equipment to move a replacement unit or parts from the delivery vehicle to the upstand, or the cost of arranging for the closure of any highway or other access route (if applicable).
- 3.1.13. Travel costs of MassimoSky's technician(s) incurred outside mainland United Kingdom (including all reasonable accommodation and sustenance expenses properly and necessarily incurred by MassimoSky's technician).

- 3.2. Nothing in this agreement shall limit or exclude MassimoSky's liability for:
  - 3.2.1. death or personal injury caused by its negligence;
  - 3.2.2. fraud or fraudulent misrepresentation;
  - 3.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
  - 3.2.4. any other liability which cannot be limited or excluded by applicable law.

#### **4. Term of Warranty**

- 4.1. This Warranty is for the following periods:
  - 4.1.1. 2 years (for glazing installed by others); or
  - 4.1.2. 10 years (for glazing installed by MassimoSky), excluding batteries and all other electrical or electronic components or moving parts which are covered for 2 years.
- 4.2. The term commences from the date of supply by MassimoSky.
- 4.3. The Warranty is transferable by informing MassimoSky in writing of the new owner of the property's name, address, telephone number and order number.
- 4.4. Replacement of components under the Warranty does not affect the term of the Warranty.
- 4.5. The Warranty will terminate if any work is requested and there is found to have been a fraudulent representation of the facts to MassimoSky.
- 4.6. The customer may purchase a separate service agreement for a glazing which has been installed by MassimoSky. The periods of each service agreement are fixed twelve month increments commencing on the date of supply by MassimoSky and/or each anniversary thereof. If you would like to receive a copy of the service agreement and discuss signing up to the service agreement, please contact the MassimoSky head office.
- 4.7. Subject to the terms and conditions of the service agreement, the period of warranty on a glazing is extended for the duration of any current service agreement.
- 4.8. Subject to clause 4.1 above, the warranty will terminate immediately upon termination of any current service agreement.

#### **5. Making a Claim**

- 5.1. All claims must include proof of valid warranty or proof of purchase, please quote your original order number when contacting MassimoSky.
- 5.2. The warranty claim must be made as soon as reasonably possible after the fault becomes apparent.
- 5.3. Claims may be processed using telephone, email or by letter.