

### **ORIGIN FRAMES LIMITED 20 YEAR WARRANTY FOR ORIGIN DOORS**

# Your attention is drawn in particular to the provisions of clause 3.

The warranty set out in clause 1 (this "Warranty") is given by Origin Frames Limited (registered number 4449292) whose registered office is at Watermead House, 2 Codicote Road, Welwyn, Hertfordshire, AL6 9NB ("Origin") in respect of Easifold doors ("the **Doors**") and is subject to all of the provisions set out herein.

### 1. WHAT THE WARRANTY COVERS

Origin warrants for 1 year from the date of installation of the Doors (**Standard Warranty Period**) that the Doors will be free from defects in design, material and workmanship, subject to clause 1.2, 1.3 and 1.4.

#### 1.2 lf:

you give notice in writing (at the address, fax number or email address shown below) to Origin during the Standard Warranty Period (or where applicable the Extended Standard Warranty or Extended Marine Warranty).

- (a) within a reasonable time of discovery that part of or the whole of the Doors do not comply with the provisions of clause 1.1; and
- (b) Origin has a reasonable opportunity of examining such affected Doors;

Origin may at its sole discretion and subject to the terms and conditions herein repair the defective Doors (or part in question affected) at no cost to you, up to a cost equal to the original purchase price paid for the Doors. If Origin decides that the Doors cannot be repaired or it is uneconomical to repair them then Origin will at its discretion replace the Doors with the same or similar make and specification. All replaced or repaired Doors shall be warranted for the unexpired portion of the Standard Warranty Period (or where applicable the Extended Standard Warranty or Extended Marine Warranty).

- 1.3 The Standard Warranty Period shall be extended to 20 years (from date of installation of the Doors) (**Extended Standard Warranty**) to end-users who register their unique door serial number on our website (<a href="www.origin-global.com">www.origin-global.com</a>) or over the phone (0845 450 6662) within 90 days of the Doors being installed PROVIDED THAT the Extended Standard Warranty shall not be available where such doors are to be located Close to a Marine Environment (in which event only the Standard Warranty Period would apply), where Close to a Marine Environment is defined as any door installed:
  - (a) within 5,000 metres of the sea according to an ordnance survey map; and
  - (b) in a room with an indoor swimming pool.

1.4 Where the Doors are installed Close to a Marine Environment the Standard Warranty Period shall be extended to 10 years (from the date of installation of the Doors) (**Extended Marine Warranty**) to end-users where the Doors are finished with the Origin marine finish and Origin is in receipt of a completed 'Hazardous Environment Project Guarantee form' (on receipt of which Origin will arrange for a 'Marine Finish Maintenance' form to be passed to the end-user).

#### 2. GENERAL CONDITIONS

- 2.1 This Warranty is given by Origin subject to the following conditions:
  - (a) Origin shall be under no liability under this Warranty if the Doors are not purchased from an authorised Origin supplier and if the Doors are not clearly marked as Origin Doors and do not carry an Origin serial number.
  - (b) This Warranty is only transferrable to subsequent owners of the property to which the Doors were originally installed. This Warranty will not be transferrable in any other circumstances. For the avoidance of doubt, this Warranty does not apply to Doors which are purchased second hand or through private sales separately from the property to which they were originally installed.
  - (c) This Warranty is governed by and in accordance with the laws of England and Wales and each party submits to the jurisdiction of the English Courts unless otherwise agreed in writing by the parties.
  - (d) In the event that Origin replaces the Doors you may dispose of the original Doors if they are in your possession. Origin will not be responsible for any costs that you may incur in disposing of the original Doors.
  - (e) Origin will require access to your property in which the Doors are installed and will require a reasonable period of time to carry out any repairs or supply any replacements.
  - (f) This Warranty does not apply to glass installed in the Doors or any parts or components supplied by third parties for the Doors.
  - (g) Origin will not be responsible for any form of decoration or making good associated with the repairing or replacing of the Doors.
  - (h) This Warranty does not apply to the installation of the Doors.

## 3. WARRANTY EXCLUSIONS AND LIMITATION

3.1 Origin shall not be liable for the Doors failure to comply with the Warranty in OFDL\_3.9.3

any of the following events:

- (a) if the defect arises because you failed to follow Origin's oral or written instructions as to the storage, installation, use and maintenance of the Doors.
- (b) if you alter or repair the Doors without the written consent of Origin or you use the Doors for any purpose other than as intended.
- (c) if the defect arises as a result of willful, malicious or accidental damage, improper use, negligence, or abnormal storage or working conditions.
- (d) if the defect arises as a result of damage caused by fire or explosion.

- (e) if the total price of the Doors has not been paid by the due date for payment.
- (f) if the Doors have not been fitted or installed correctly, have not been fitted or installed by an Origin approved installer or have not been fitted or installed by an installer who has received delegated approval status from Origin.
- (g) if Origin was not notified as the time of purchase that the Doors were going to be fitted in a property which is in close proximity to the sea.
- (h) if a defect arises because of floods, lightening, or extreme weather conditions, or any other external influences.
- 3.2 All benefits under this Warranty will be forfeited if a fraudulent declaration or claim is made.
- 3.3 If any claim is invalid Origin may make a charge for any costs and expenses incurred in investigating the claim and charge for any repairs or replacements made.
- 3.4 This Warranty is in addition to your statutory and other legal rights. Advice about your legal rights is available from your local Citizens' Advice Bureau or trading standards office.
- 3.5 Subject to clause 3.6 and 3.7 Origin shall not be responsible to you for losses that you suffer arising out of or in connection with this Warranty.
- 3.6 Nothing in this Warranty excludes or limits in any way Origins liability for:
  - (a) death or personal injury caused by Origins negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982:
  - (d) defective products under the Consumer Protection Act 1987; or
  - (e) any other matter for which it would be illegal or unlawful for Origin to exclude or attempt to exclude it's liability.
- 3.7 Subject to clause 3.6 Origin shall not be responsible for:
  - (a) loss of income or revenue;
  - (b) loss of profit;
  - (c) loss of business;

- (d) loss of anticipated savings;
- (e) loss of data;
- (f) any waste of time; or
- (g) any express terms of the agreement for sale of the Doors between you and the supplier.

However, this clause 3.7 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

3.8 Origin shall not be liable to you under this Warranty by reason of any failure to perform any of Origin's obligations in relation to the Doors if the failure was due to any cause beyond Origin's reasonable control.

## 4. CLAIMS PROCEDURE

- 4.1 To contact Origin regarding a claim please write to Origin by any of the following:
  - (a) to: Origin Frames Limited, Sunters End, High Wycombe, HP12 4HS
  - (b) by fax to: 0845 4506663
  - (c) by email to: <a href="mailto:info@origin-global.com">info@origin-global.com</a>