

WARRANTY

nrgi

BESPOKE GLAZING

## NRGI BESPOKE GLAZING LIMITED WARRANTY FOR GLAZING PRODUCTS - MARCH 2019

The warranty set out in Clause 1 (this warranty) is given by NRGi Bespoke Glazing Limited trading as NRGi, company registered number 639103, whose registered office is: 11 Cranmer Place, Ballsbridge, Dublin 4, D04 CC98 in respect of NRGi Doors, Windows and Curtain Walling and is subject to all of the provisions set out therein.

### 1. WHAT THE WARRANTY COVERS

1.1 NRGi Bespoke Glazing Ltd warrants for 10 years from date of purchase of NRGi Doors, Windows and Curtain Walling (Standard Warranty Period) that the doors, windows and curtain walling will be free of defects in material, design and workmanship subject to Clause 1.2 and 1.3.

1.2 If; you give notice in writing to the registered office of NRGi Bespoke Glazing Ltd within the Standard Warranty period (or where applicable the Marine Warranty)

- a. Within a reasonable time of discovery that part of or whole of the Doors or Windows do not comply with the provisions of clause 1.1 and
- b. NRGi Bespoke Glazing Ltd has a reasonable opportunity of examining such affected doors or windows.

1.3 NRGi Bespoke Glazing Ltd may at its sole discretion and subject to the Terms and Conditions herein, replace or repair the defective product or part in question, up to a cost equal to the original purchase price paid for the NRGi product. If NRGi Bespoke Glazing Ltd decides that the NRGi product cannot be repaired or is uneconomical to repair, then NRGi Bespoke Glazing Ltd will at its discretion replace the product with the same or similar make and specification. All replaced products shall be warranted for the unexpired portion of the Warranty period (or where applicable the Marine Warranty).

1.4 The Standard Warranty Period does not warranty products that are installed within 1000 metres of the sea, according to an Ordnance Survey map, or in a room with an indoor swimming pool. The installer/ homeowner must specify and purchase an Extended Marine Warranty from NRGi Bespoke Glazing Ltd.

### 2. GENERAL CONDITIONS

2.1 This Warranty is given by NRGi Bespoke Glazing Ltd subject to the following conditions:

- a. NRGi Bespoke Glazing Ltd shall be under no liability under this Warranty if the NRGi products are not purchased from NRGi or an authorised NRGi partner and the products must carry a NRGi product label
- b. This Warranty is not transferable and does not apply to NRGi products which are purchased second-hand
- c. This Warranty is governed by and in accordance with the laws of Ireland and each party submits to the jurisdiction of the Irish Courts unless otherwise agreed in writing by the parties
- d. In the event that NRGi Bespoke Glazing Ltd replace your product you may dispose of the original product, if they are in your possession. NRGi Bespoke Glazing Ltd will not be liable for their disposal or any costs associated

- e. NRGi Bespoke Glazing Ltd will require access to any property in which NRGi products are installed and will require a reasonable period of time to carry out repairs or make replacements. NRGi Bespoke Glazing Ltd will only attend site if accompanied by a representative of our trade customer (the company) who has installed the product.
- f. This Warranty does not apply to glass units or any parts or components supplied or installed by a third party.
- g. NRGi Bespoke Glazing Ltd will not be liable or responsible for any form of decoration or making good associated with repairing or replacing NRGi products
- h. This Warranty does not apply to the installation of NRGi products if NRGi Bespoke Glazing Ltd does not carry out installations.
- j. General door and window hardware and furniture is guaranteed for 1 year from date of purchase, unless it is provided with a specific warranty by NRGi Bespoke Glazing Ltd
- k. External finishes, coatings and foils on all NRGi products are not guaranteed if they are installed within 1000 metres of the coast, unless in the case of aluminium products where a Marine Grade Warranty was requested on the profiles, at point of order
- l. Glazed units are guaranteed for 10 years if purchased from NRGi on or after 24.03.16. For glazed units purchased prior to this date a 5-year guarantee applies from the purchase date
- m. Double glazed units that contain blinds are guaranteed for 5 years.

### **3. WARRANTY EXCLUSIONS AND LIMITATION**

3.1 NRGi Bespoke Glazing Ltd shall not be liable for any NRGi products' failure to comply with the Warranty in any of the following events;

- a. If the defect arises because the customer, company, installer or homeowner failed to follow NRGi Bespoke Glazing Ltd's oral or written instructions as to the transportation, storage, installation, use and maintenance of the products
- b. If the products are altered or repaired without the written consent of NRGi Bespoke Glazing Ltd or if the products are used for a purpose other than intended
- c. If the defect arises as a result of wilful, 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 full price including VAT has not been paid to NRGi Bespoke Glazing Ltd
- f. If the NRGi product/s has not been installed or fitted correctly, has not been installed by a NRGi Design Partner or a company that has been trained by NRGi Bespoke Glazing Ltd.
- g. If NRGi Bespoke Glazing Ltd was not notified at time of purchase that the products were going to be installed or fitted in close proximity to the sea or in an exposed location
- h. If a defect arises as a result of floods, lightning, 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, NRGi Bespoke Glazing Ltd 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 information office.

3.5 Subject to clause 3.6 and 3.7, NRGi Bespoke Glazing Ltd shall not be responsible to customers for losses out of, arising from, or in connection with this Warranty.

3.6 Nothing in this Warranty excludes or limits in any way NRGi Bespoke Glazing Ltd's liability for:

- a. Death or personal injury caused by NRGi Bespoke Glazing Ltd's negligence
- b. Fraud or fraudulent misrepresentation
- c. Any breach of the obligations implied by Section 12 of the Sale of Goods and Services Act 1980
- d. Defective products under the Consumer Protection Act 2007 or;
- e. Any other matter for which it would be illegal or unlawful for NRGi Bespoke Glazing Ltd to exclude or attempt to exclude its liability.

3.7 Subject to clause 3.6, NRGi Bespoke Glazing Ltd shall not be responsible for:

- a. Loss of income or revenue – consequential loss
- 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 for foreseeable loss of, or damage to, the physical property.

3.8 NRGi Bespoke Glazing Ltd shall not be liable to customers under this Warranty by reason of any failure to perform any of NRGi Bespoke Glazing Ltd's obligations in relation to the Products if the failure was due to any cause beyond NRGi Bespoke Glazing Ltd's reasonable control.

#### **4. CLAIMS PROCEDURE**

4.1 To contact NRGi Bespoke Glazing Ltd regarding a claim, please write to NRGi Bespoke Glazing Ltd by:

- a. Post to NRGi Bespoke Glazing Limited, 11 Cranmer Place, Ballsbridge, Dublin 4, D04 CC98
- b. By email to [info@nrgi](mailto:info@nrgi).