



CONDITIONS/WARRANTY OF SALE – WINDOW & GLASS

Subject to conditions below, we guarantee windows of our manufacture to be free of defects that would render them unserviceable for the use for which it is intended and to be of good quality and workmanship for seven (7) years from date of shipment by the manufacturer.

Under this Guarantee the manufacturer agrees to repair or replace, at its option, unfinished and in the form as originally supplied and without charge, any window found to be defective within the meaning of this guarantee, **PROVIDED THAT;**

1. Windows & glass units are inspected on receipt for visible defects and any such defects are brought to the attention of the manufacturer by notice in writing notifying the date and place of service within seven (7) days of such defects being detected, and in any event, within seven (7) years from the date of manufacturer's shipment.
2. All windows must be accorded reasonable care by the Customer and should be stored in a dry area.
3. All unfinished windows must receive at least two (2) coats of good quality paint or varnish including the top and bottom edges (post priming) to prevent undue changes to the moisture content within the door.
4. Exterior windows are finished with light reflective, exterior finish colors to prevent undue heat absorption.
5. Throughout the warranty period windows are maintained as per the paint manufacturers recommendations, so as to prevent deterioration from normal weather conditions.
6. The utility or structural strength is not impaired in the fitting of the window, the application of the hardware or cutting and or altering the window or any special details.
7. The moisture content of the timber does not fall below 12% or exceeds 18%.

AND PROVIDED FURTHER THAT a window will not be found to be defective within the meaning of this Guarantee if:

- a) Windows & glass units become defective through failure to follow these recommendations or for hazards of shipment or storage, after the windows leave control of the manufacturer.

- b) Breakage occurs after delivery and/or installation by LBA Joinery.
- c) Breakage of any Solar Control Glass (EG. Low E, Tinted, ICU's etc) as a result of Thermal Stress.
- d) There is a natural variation in the colour and texture of the timber.

There is shrinkage or splitting of frame members or panels in solid joinery due to atmospheric conditions.

The manufacturer is not liable hereunder to reimburse any purchaser for windows repaired or replaced without the prior written consent of the manufacturer.

This guarantee is subject to the terms and conditions specified above and we shall be under no further liability to you with respect to defective windows & glass units except to the extent that any additional liability attached to us by virtue of any binding State, Territory or Federal regulation relating to the sale of goods. All conditions and warranties implied into contracts for the sale of goods and supply of services are hereby expressly excluded **PROVIDED THAT** nothing covered in this is extended or shall be taken to exclude, restrict or modify those conditions and modified in the guarantee.

AND PROVIDED FURTHER THAT all claims shall be in writing and shall be forwarded by certified mail to:

LBA Joinery
11-13 George Street
Blackburn VIC 3130