

HIGHSEAL WARRANTY

Thank you for choosing products from Highseal Manufacturing Company (HMC).

Hardware	2 years
Glass	5 years
PVC-u / Profile	10 years

This warranty applies to the customer and original end user only, on products purchased from and installed by us or our subcontractors. This warranty does not extend to third parties.

This warranty, set forth by Fair Share Group Limited (trading as Highseal Manufacturing Company), is the only warranty applicable to these products, and no one is authorised to modify or expand this warranty. The absolute limit of Fair Share Group Limited's liability is the purchase price of the product.

There are no other warranties which extend beyond the description on the face of this warranty, and there are no other warranties or implied warranties of merchantability and fitness for a particular purpose. The products are sold as is within the warranty under this warranty only. This warranty is the exclusive remedy. Any liability for incidental or consequential damages under any and all other claimed warranties is excluded to the extent exclusion as permitted by law.

Fair Share Group Limited, at its option, may a) repair the defective component at no cost to you for a period of two (2), five (5) or ten (10) years (depending on the product); please note that repair parts will be provided free of charge for the applicable warranty period, and there will be no charge for labour, b) provide replacement PVC-u component(s) for any defective components free of charge, with the same or equivalent product or components during the warranty period, or c) refund the purchase price of the product at the time of the original purchase. In no event shall Fair Share Group Limited be liable for more than the purchase price of the product.

Fair Share Group Limited expressly warrants and guarantees that the product furnished under the purchase agreement contract will be free from defects in workmanship, materials or fabrication unless defects or failures result from acts of God, unreasonable or improper use, improper maintenance, or improper handling.

The product is of a nature that the materials are never flawless and the natural imperfections of PVC-u, aluminium, timber and glass materials will vary within reasonable tolerances that are standard in the industry. Similarly the paint, finish or anodisation selected (if applicable) will vary with the material on which it is applied, and those surfaces exposed to weather and sunlight may change in appearance over time.

Regardless of finishing and maintenance, where improper installation by others is deemed to the cause of damage, this will not be covered by this warranty. Proper maintenance and frequency of such is dependent on the exposure and must be performed as often as necessary.

Fair Share Group Limited shall not be responsible, obligated or liable for any injury or damage resulting from the improper application or use of its products beyond the ordinary purpose for which the products are to be used, either simply or in combination with other products.

Fair Share Group Limited reserves the right to change or improve the design of any of its product without assuming any obligation to modify any product previously manufactured. Fair Share Group Limited will not be responsible for damages as a result of inadequate structural engineering and/or improper installation, including but not limited to, non-vertical, upside down,

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on the side, out of square and out of plumb and installation in structures lacking adequate moisture drainage or moisture management.

On products furnished by Fair Share Group Limited, but produced or manufactured by others, such as hardware, electrical products, plumbing components and any other accessories, the written warranty of the manufacturer, if any, will be assigned to the customer if assignment is reasonably practical. However, Fair Share Group Limited does not adopt or guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. No other warranty is provided.

Glass Warranty

The customer specifies glass on all projects. Glass has been inspected to ASTM industry standards and is not intended to be flawless. Minor imperfections that do not impair the structural integrity or obscure normal vision, including minor scratches, distortions and blemishes of the glass, are not considered defects and are excluded from this warranty. Glass warranties apply only to glass installed by Fair Share Group Limited or their subcontractor. Fair Share Group Limited does not cover or warranty any failures due to glass or glazing issues on units purchased open for glass or glazing by others.

Should there be a failure within the warranty period, Fair Share Group Limited will deliver to the place of original delivery a new glass unit free of charge. Replacement of glass at a later date may result in slight variations in colour as glass manufacturers improve or change coating processes; such variations are not considered defects. Fair Share Group Limited shall not at any time be responsible for repainting, refinishing or other costs associated with the replacement of glass.

Glass and insulated glass is warranted against failure for a period of five (5) years from the date of manufacture; this is limited by certain size restrictions.

For gas filled units, the glass manufacturer injects Argon or other gas at the time of production. Fair Share Group Limited makes no warranty as to the amount or percentage of gas present in the insulated glass. It is known that gas within insulated glass dissipates over time. The manner of use and conditions of installation of the product will affect the rate of dissipation. Fair Share Group Limited makes no warranty regarding the rate of dissipation of gas or the amount remaining in the window or door at any time after manufacture.

Specialty glass, including laminated glass, carries different warranties. Unless specified, specialty glass is sold as is. If noted, specialty glass specified by the customer from certain glass manufacturers will be warranted only by that glass manufacturer and not by Fair Share Group Limited.

Condensation is not a product defect but the result of excess humidity. Condensation, frost, mould, mildew or fungus on product surfaces is not covered by this warranty.

Coatings

Aluminium products finished with powder coatings are warranted to be free from manufacturing defects that result in abnormal corrosion or deterioration of the finish for ten (10) years from the date of delivery. Abnormal corrosion means corrosion beyond what is normal for a non-coastline environment. Salt water or marine environments can be extremely corrosive. In order for this warranty to be relied upon, a proper cleaning and maintenance schedule must be followed. Anodised and other specialty finishes are provided with the same warranties, limitations and exclusions Fair Share Group Limited receives from its finishers.

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Hardware – Limited Warranty

This warranty provides for hardware including any faulty levers, rollers, latches, handles, guides and hinges for a period of two (2) years from the delivery date. This warranty is limited to repair, replacement or reimbursement at Fair Share Group Limited's discretion, including labour.

Excluded from this hardware warranty are problems related to finishes, glass, damage due to misuse or abuse, gaskets, brushes, broken glass, improper installation, fire or acts of God or failure caused by corrosion.

To claim a replacement under the provisions of this warranty, simply provide proof of original purchase, including purchase date and EB reference, and send the part in need of replacement to Fair Share Group Limited for it to be repaired or replaced free of charge and returned to you.

Replacement Parts & Labour

Replacement parts and labour by Fair Share Group Limited's staff or subcontractors are warranted for ninety (90) days or the balance of the existing warranty, whichever is greater.

Compliance & Installation Requirements to Applicable Codes & Regulations

Regulations governing the use of glazed doors and windows vary widely. It is the responsibility of the customer and / or building owner, architect, contractor and / or installer to ensure that the products selected conform to the applicable local codes, regulations, plans and specifications. Fair Share Group Limited assumes no obligation whatsoever for failure of the building owner, architect, contractor and / or installer to comply with all applicable laws, ordinances, safety and building codes, plans and specifications unless with prior agreement. Fair Share Group Limited shall not be responsible for its products installed out of compliance with applicable codes, regulations, plans and specifications.

Typical installation methods may not be applicable in all situations. Where this is the case, it is the responsibility of the customer and / or building owner, architect, contractor and / or installer to check the applicable codes, regulations, plans, specifications and standards of the industry to ensure proper product installation.

Warranty Disclaimer

This warranty does not cover any failures due to accident, misuse, abuse, alteration or faulty building construction or exposure to the elements without proper finishing. This warranty does not cover failures due to improper handling, storage, installation, maintenance or service. Also excluded from this warranty are failures resulting from use in high humidity areas without adequate ventilation and humidity control or subjection to stress from movement of structure. Similarly, Fair Share Group Limited does not assume any responsibility for defects or failures caused as a result of extreme and uncommon weather conditions, adverse pollution or extreme coastal exposure.

Additional Terms & Conditions

By acceptance of the Contract, the customer agrees to any and all of Fair Share Group Limited's standard terms and conditions for sale of goods including all specifically noted by Fair Share Group Limited in this document. Fair Share Group Limited cannot accept any responsibility for the structural suitability of any product that we furnish based on specifications that are provided to us by others. Any modifications made to our products will void and nullify this warranty. The customer agrees that the title to the merchandise listed herewith shall remain Fair Share Group Limited's until the entire purchase price has been paid. The customer

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agrees to permit removal of said goods with or without process of law upon any default by the purchaser, and to pay any and all expenses for collection or removal of said goods including reasonable solicitor's fees. The customer agrees that they have read and understood all terms and conditions of the Contract, is a valid and authorised representative of the end user, and has communicated all such terms and conditions to end user and any other appropriate parties.

Contact Details – Customer Services Team

We sincerely hope that you remain fully satisfied with our products. In the unfortunate event that you are not, and you encounter any defects or failures with any products supplied by us, please contact your original supplier in the first instance (if applicable). If they confirm that the defect is a matter to be dealt with by Fair Share Group Ltd then we will request your direct contact details to discuss a solution. If you purchased the goods direct from us then please do not hesitate to contact us with your purchase date, site and plot number (if applicable) and our EB number:

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