



Re:

## PRODUCT WARRANTY

“Product” means

COMAR ARCHITECTURAL ALUMINIUM SYSTEMS (“COMAR”) warrants in relation to the product that it will (at COMAR’s choice) either repair or replace or refund the full purchase price of any product which is found within a period of 10 years from its despatch from COMAR works to be defective or not in accordance with any express description or representation given or made on behalf of COMAR in respect of it. COMAR will require a reasonable period of time to carry out any repairs or replacements.

The above warranty will not apply:

- (1) To damage to the product arising from fair wear and tear or otherwise caused by misuse of the product or failure to follow instructions, specifications, recommendations or manuals supplied by COMAR in relation to the fabrication, installation, adjustment and/or maintenance of the product.
- (2) If the product is stored, handled or used in such a manner that damage is likely to occur.
- (3) If the product is altered, modified and repaired by any person not expressly nominated or approved in writing by COMAR.
- (4) To parts, materials and equipment not manufactured by COMAR.
- (5) To any defect in the product which would have been apparent on a proper and careful inspection of the product which is not notified to COMAR within 7 days after the date of despatch.
- (6) Unless COMAR receives written notice and satisfactory proof of the defect in question promptly upon discovery of such defect.

The cost to COMAR of, and incidental to, the return to COMAR of any product shall, except to the extent that COMAR has accepted responsibility hereunder, be your responsibility.

Your remedies in respect of any claim under the above warranty or any claim under any condition or warranty implied by law, trade, practice or any other claim in respect of the product shall be limited to the cost of the workmanship in relation to it (whether or not involving negligence on the

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part of COMAR) shall in all cases be limited to repair, replacement or refund of the purchase price as aforesaid and COMAR shall have no further liability in respect of such claim.

COMAR shall not, in any circumstances, be liable for any damages, compensation, costs, expenses, losses or any other liabilities whether direct or consequential, and any other remedy which would otherwise be available in law or otherwise is hereby excluded except to the extent that such exclusion is prohibited by any rule or law.

The benefit of the above warranty may not be assigned or transferred in full or in part without the prior written consent of COMAR.

All COMAR products are covered by Professional Indemnity Insurance with Markel (U.K.) Ltd., Policy No. SC1919X060VR/2136. Limit of Indemnity £2,000,000.

Executed by COMAR ARCHITECTURAL ALUMINIUM SYSTEMS this ??????????????.

..... Administration Director  
(W.M. Silk)

SJ/MW

Sample

**The Parkside Group Ltd**

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