



ROOF MAKER

WORLD CLASS ROOFLIGHTS

ROOF MAKER PRODUCT WARRANTY

Thank you for buying a Roof Maker rooflight.

The warranty commences from the date of supply by Roof Maker and is not transferrable.

A warranty claim must be made as soon as reasonably possible and no longer than 7-days after the defect becomes apparent.

To report a warranty claim, please contact the Roof Maker customer service team for a warranty claim form and then return the form with proof of purchase. A report should be lodged in writing either to our registered office of 1 Pinfold Road, Thurmaston, Leicester, LE4 8AS or by email to customerservices@roof-maker.co.uk .

The summary below sets out the warranty on our products for your quick reference.

ROOF MAKER PRODUCTS	ITEMISED WARRANTY DETAILS
FIXED ROOFLIGHTS	20 year unit seal warranty 10 year glazing system
OPENING ROOFLIGHTS	20 year unit seal warranty 10 year glazing system 1 year electronic motor components
BLINDS	1 year electronic motor components

Definitions:

A unit seal failure is indicated by internal condensation, or 'misting up' within the cavity, inside the sealed glazing unit. If a glazing unit seal should fail with the 20-year period, it will be replaced free of charge provided that:

- The original glazing unit is returned for full in-house examination: and
- The seals have not been damaged during fitting or glazed incorrectly.

Glazing system – the aluminium frame surrounding or separating the panes of glass

Electronic motor component – motors incorporated in opening rooflights and/or motors used to operate Roof Maker supplied blinds.

Detailed warranty information

Please note: If you are a Consumer you are entitled to certain statutory rights in relation to goods purchased from Roof Maker and your statutory rights as a Consumer are not affected by this warranty.

Definitions

The following definitions apply in this document: “Consumer” means an individual acting for purposes that are wholly outside that individual's trade, business, craft or profession.

“Roof Maker” means Roof Maker Limited, a company registered in England and Wales with company number 10389787 and whose registered office is at 1 Pinfold Road, Thurmaston, Leicester, LE4 8AS.

“Term” means the term of the Warranty calculated in accordance with clause 4 of this document.

“Warranty” means the Warranty provided by Roof Maker to you according to the terms set out in this document.

“Unit Seal failure” means an internal condensation or misting up within the cavity of a sealed unit.

‘Nickel sulphide inclusion’ (NiS) is a naturally occurring phenomenon in glass. Impurities can still be contained in the glass pane after its manufacture and toughening processes.

1. Conditions of the Warranty

In addition and without prejudice to any of your statutory rights as a Consumer, this Warranty applies to rooflights purchased directly from Roof Maker and which:

- 1.1. Have been directly installed by Roof Maker or:
- 1.2. Are judged by Roof Maker at their sole discretion, to have been installed correctly, according to Roof Maker instructions.
- 1.3. Are judged by Roof Maker at their sole discretion, to have been maintained according to Roof Maker instructions.
- 1.4. The validity of any claim under the terms of this Warranty in respect of any defect covered by this Warranty will be subject to inspection of the faulty parts by Roof Maker.
- 1.5. This Warranty does not affect your statutory rights as a Consumer.
- 1.6 Roofmaker may at its sole discretion require return, examination or access to any product so as to validate any Warranty claim and will be entitled to reject a claim where reasonable request for return, examination or access to a product is denied.

2. Extent of the Warranty

Subject to the conditions and exclusions set out within this document and for the Term of the Warranty:

2.1 The company warrants the product to be free from defects in materials and workmanship, including rooflight aluminium and paint coating for a period of ten years, excluding electric electronic components or moving parts which are covered for one year.

- 2.2. If there is a defect with the product covered by the Warranty, Roof Maker will, subject to its confirmation of the said defect, repair or if repair is not possible, replace any product or component free of charge (including delivery and installation, if these options were taken with the original order).
- 2.3. Roof Maker will meet all travel costs of its technicians relating to travel within mainland United Kingdom only.
- 2.4. Roof Maker will meet all labour costs of removing the defective part and of refitting the replacement part.
- 2.5. This Warranty does not cover the cost of a Roof Maker technician visiting your home or location if there is no fault found with the rooflight. In such cases, this cost will be charged at the current daily rate (details of which are available on request from Roof Maker).
- 2.6. Any components removed from the rooflight and replaced will automatically become the property of Roof Maker, as will the rooflight in the event of full replacement.

3. Exclusions

The Warranty will not cover:

- 3.1. Any shattering, cracking, breakage or other damage to glass, howsoever caused including glass breakage due to nickel sulphide inclusions (NiS).
- 3.2. Roof Maker shall not be liable for any consequential or subsequent loss of any nature, including without limitation, any loss of profits, damage, illness, injury or loss of any kind whatsoever and howsoever caused to any property, persons, animals or produce arising out of or in connection with, whether directly or indirectly the use of the product.
- 3.3. Any failure or defect outside of the Term of the Warranty.
- 3.4. Any failure caused by an accident or any other external cause where the external cause includes, but is not limited to fire, theft, attempted theft, or explosion.
- 3.5. Any failure due to loss of electrical connection to electronically operated rooflights. Electrical power needs to be maintained to preserve the condition of batteries. Any prolonged period where a unit is not connected to an electricity supply may result in premature failure of batteries which may require a replacement not covered under this Warranty.
- 3.6. Any failure due to connection to a power supply of incorrect voltage.
- 3.7. Any failure (including but not limited to, breakage or damage) arising from, or caused, directly or indirectly by any abuse, misuse or other improper use of the rooflight.
- 3.8. Any failure caused by walking on a unit that is not specified as 'walk on glass.'

Any claim arising, directly or indirectly from:

- 3.9. wear and tear, gradual deterioration or corrosion.
- 3.10. any failure to follow installation and commissioning instructions provided or made available to you or your installer by Roof Maker.
- 3.11. any cleaning process or method not carried out in accordance with the operating and maintenance instructions for the rooflight.
- 3.12. failure to follow the operating instructions in the relevant manual provided by Roof Maker.
- 3.13. use of a rooflight for anything other than its intended use.
- 3.14. scratching or chipping of powder coated or painted framework caused by mis-use
- 3.15. maintenance, overhaul, repair or attempted repair or modification or any loss or damage caused by them, where the work is not carried out by Roof Maker.
- 3.16. atmospheric or climatic conditions, moths, insects, birds, vermin, fungus.

Any claim of whatever nature directly or indirectly caused by, or contributed to, or arising from:

- 3.17. impairment of the rooflights operation or performance as a result of local obstacles causing interference with the operation.

- 3.18. any loss caused by acts of war, terrorism, nuclear explosion, sonic boom or radioactivity.
- 3.19. any loss resulting from pressure waves caused by aircraft and other aerial devices travelling at sonic or subsonic speed.
- 3.20. any loss resulting from any item or substance falling from any aircraft or other aerial devices.
- 3.21. any claim where the rooflight, any defective or faulty component or any other part of the rooflight has not been retained by the customer for inspection by Roof Maker.
- 3.22. the cost of providing access or complying with health and safety requirements for access to the unit or any replacement parts or unit to the upstand and cost of any crane or lifting equipment to move a replacement unit or parts from the delivery vehicle to the upstand, or the cost of arranging for the closure of any highway or other access route (if applicable).
- 3.23. travel costs of Roof Maker technician(s) incurred outside mainland United Kingdom (including all reasonable accommodation and sustenance expenses properly and necessarily incurred by Roof Maker technician).
- 3.24. the cost of providing crane or lifting equipment in order to gain access and/or fit the replacement unit.
- 3.25. installation, sealing and waterproofing are not covered by the guarantee and are the responsibility of the installer or roofer.

Nothing in this agreement shall limit or exclude Roof Maker's liability for:

- 3.26. death or personal injury caused by its negligence;
- 3.27. fraud or fraudulent misrepresentation;
- 3.28. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 3.29. any other liability which cannot be limited or excluded by applicable law.

4. Terms of Warranty

This Warranty is for the following periods:

- 4.1. 20 -year unit seal warranty on all Roof Maker rooflights for any Unit Seal failure.
- 4.2. Aluminium sections on all Roof Maker rooflights are guaranteed against bending, cracking and breakage under normal use and normal environments for 10 years.
- 4.3. Electric or electronic components, motors or moving parts and climate control units are guaranteed for one year parts and labour.
- 4.4. The term commences from the date of supply or install (if applicable) by Roof Maker, whichever is later.
- 4.5. Replacement of components under the Warranty does not affect the term of the Warranty, it does not renew the Warranty time period from the original date of supply or install.
- 4.6. The Warranty will terminate if any work or replacement is requested and there is found to have been a fraudulent representation of the facts to Roof Maker.
- 4.7 The final decision as to any Unit Seal failure or whether there is any bending, cracking and breakage in relation to aluminium sections on rooflights or there has been any breakdown/non-function of electric or electronic components shall rest with Roof Maker.

5. Additional Conditions

If at the time of repair or replacement the Roof Maker product is no longer in production or is no longer made in the same version (form, colour, covering, finish etc.) Roof Maker shall be entitled to repair or replace it with a similar Roof Maker product, to be determined at Roof Maker's sole discretion.

6. Guarantee of repaired or replaced Roof Maker products

Where Roof Maker has undertaken a repair or replacement of a Roof Maker product, the original warranty relevant to that Roof Maker product shall continue to apply and shall not be extended.

7. Making a Claim

7.1. All claims must include proof of valid Warranty or proof of purchase, please quote your original order number when contacting Roof Maker. Photographs and examination of a product may be required by Roof Maker so as to validate a claim.

7.2. The Warranty claim must be made as soon as reasonably possible after the fault becomes apparent and in any event must be reported no later than 7 days from discovery of the fault, time being of the essence.

7.3. Claims must be reported in writing by email to customerservices@roof-maker.co.uk or by letter to 1 Pinfold Road, Thurmaston, Leicester, LE4 8AS. A claim form will then be sent for completion and return within 7 days, time being of the essence. A claim may then be processed using telephone, email or by letter.

The above clauses 7.1-7.3 are conditions of this Warranty and if not followed Roof Maker has the right to reject a claim.

If you wish to contact Roof Maker with any enquiries or to commence a claim, you may do so via the following methods:

- Email: customerservices@roof-maker.co.uk
- Postal Address: Customer Services, ROOF MAKER, 1 Pinfold Road, Leicester, LE4 8AS

If you know your original order number, please make a note of it here for future reference:

A person who is not a direct purchaser from Roof Maker shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Warranty.

No assignment of any rights conferred on a purchaser by virtue of this Warranty shall be permitted. For the avoidance of doubt this Warranty is available only to the original purchaser of the product should the product change hands.

Any dispute or claim arising out of or in connection with this Warranty or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.