



Simply Shutters Limited Warranty

Simply Shutters Ltd™ (SSL), warrants* its UPVC polypropylene line of products including the following:

- Shutters
- Window Headers
- Door Surrounds
- Dentil Trim

as it is expressly provided in this document. SSL warrants to the original document owner of the time of installation of a residence on which any of the above products have been installed that such products will be free from manufacturing defects, which result in cracking, splitting and excessive fading when subject to normal use by original owner. The coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation of the products of the products on homeowner's home. Warranty coverage shall be pro-rated as disclosed in the table below.

This warranty is subject to the following limitations:

1. The warranted product must have been installed in accordance with the manufacturer's installation instructions. Products not installed in this manner will not be warranted.
2. SSL shall solely determine whether the product was installed according to its installation instructions.
3. The homeowner shall have the burden of establishing to SSL's responsible satisfaction the date of purchase of the warranted product and the amount paid for such product.
4. In the case of the claim of excessive fading, the homeowner is advised that some degree of fading over time is expected. Therefore, SSL shall solely determine whether the amount of fading in any case is excessive. SSL will not be held responsible for fading, peeling, cracking, or any other deterioration of finishes applied by any third parties.
5. The painted finish on paintable shutters applied by the end user is expressly not covered under the terms of this warranty
6. In the event of a claim during the warranty period, SSL at its sole option will either (a) repair or replace the warranted product(s) without charge to the homeowner, or (b) if SSL is unable to repair the product in a commercially reasonable fashion and if SSL is unable to replace the product (for example, because it has been discontinued), or notwithstanding that the product may be repaired or replaced, the homeowner nevertheless chooses to accept a refund. SSL will refund to the homeowner a sum equal to the actual price paid for the product at the time of purchase less reasonable depreciation from the date of purchase,

which shall be determined as per the pro-ration schedule. Alternatively, if the homeowner wishes to purchase new product(s) SSL will discount the new total purchase price as per the pro-ration schedule below.

7. In the event of a successful claim the original purchaser/ homeowner will be responsible for all carriage/shipping costs to have replacement product sent to them should they opt for replacements instead of a pro rata refund as laid out in the table below.
8. This warranty is limited to cost of the products alone. It expressly excludes any associated costs such as removal and refitting.
9. If SSL attempts a reasonable number of times to repair a defective product under this warranty but those attempts are unsuccessful, SSL at its option may either replace the product or pay a refund to the homeowner as provided above.
10. This warranty will not cover claims for the following (a) damage or failure of a warranted product resulting from acts of the homeowner or the installer, (b) damage to or failure of the product resulting from unreasonable use or failure to reasonably maintain the product after the date of purchase.
11. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. THE OBLIGATIONS AND LIABILITIES OF SSL UNDER THIS WARRANTY OR UNDER ANY IMPLIED WARRANTY WHICH IS APPLICABLE DESPITE THE PRECEDING DISCLAIMER ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR INCIDENTAL, CONSEQUENTIAL AND/OR ANY OTHER DAMAGES BASED UPON ANY THEORY OF RECOVERY AT LAW OR IN EQUITY INCLUDING SPECIFICALLY ANY THEORY OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR STRICT LIABILITY.
13. THIS WARRANTY IS NOT TRANSFERABLE AND IS ONLY UPHELD BY THE ORIGINAL PURCHASER OF PRODUCTS UNLESS SUPPLIED TO AN AUTHORISED RESELLER WHO HAS SOLD THE ITEMS TO THE ORIGINAL USER/HOMEOWNER. PROOF OF PURCHASING FROM THE RESELLER SHOWING THE NAME OF THE PURCHASER AND PURCHASE DATE MUST BE SUPPLIED.

Customer responsibilities

The warranty claimant must notify SSL within 30 days of discovering the basis for a claim under this warranty in writing and provide proof of the date of purchase. Any claim submitted without an invoice receipt will be automatically rejected. All notifications should be sent to:

Simply Shutters Limited, Unit 2a Station Way, Brandon, Suffolk, IP27 0BH or
sales@simplyshutters.co.uk

The owner will be required to provide picture evidence and also may be required to submit a sample of any defective material to SSL for analysis. SSL will then investigate the claim and examine the material claimed to be defective. If a defect covered by this warranty is confirmed, SSL, within a reasonable amount of time after inspection, will satisfy its obligations under this warranty.

SSL must be allowed a reasonable opportunity to determine and fulfil its obligations under this warranty before the homeowner or others make any repairs. The homeowner's failure to abide by

the terms of this provision shall void any responsibility of SSL to pay for repairs or other work done by third parties.

Pro-Rated Warranty Coverage Schedule - 40 Year Warranty (Pre-July 2022)	
Number of Year Since Date of Purchase of Warranted Product by Original Homeowner	Contribution of original purchase price made by Simply Shutters Ltd
0 - 5 years	100%
6 years	90%
7 years	80%
8 years	70%
9 years	60%
10 years	50%
11 years	40%
12 years	30%
13 years	20%
14 or more years	10%

Pro-Rated Warranty Coverage Schedule - 10 Year Warranty (From July 2022)	
Number of Year Since Date of Purchase of Warranted Product by Original Homeowner	Contribution of original purchase price made by Simply Shutters Ltd
0 - 5 years	100%
6 years	90%
7 years	80%
8 years	70%
9 years	60%
10 years	50%

*Warranty is effective from 1st July 2022 and supersedes all previously published versions of this warranty. It shall remain effective until such time as SSL publishes a subsequent superseding version at which time it shall have no further effect.

The above schedule is applicable to UPVC polypropylene goods as stated above. Town & Country shutters and Security Grilles are supported by different terms. Interior Louvre doors are not supported by a warranty.