



### **Simply Shutters Limited Warranty for Town & Country Shutters**

Simply Shutters Ltd™ (SSL), warrants its Town & Country line of products including the following:

- Town & Country Synthetic Shutters
- Town & Country Redwood shutters

It is expressly provided in this document that SSL warrants to the original documented owner of a residence at the time of installation to which any of the above products have been installed, that such products will be free from manufacturing defects that result in cracking, splitting and excessive fading when subject to normal use by original owner. The coverage offered by this warranty is not transferable and automatically ends upon the sale of the property or death of the last of the original owner(s) of the property at the time of installation of the products on homeowner's home. Warranty coverage shall be on a pro-rata basis 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. The decision of SSL is final.
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. Town & Country Synthetic Shutters are covered by a 10year guarantee on the body of the shutter that includes any defects with the material including cracking, splitting or deterioration that has occurred as a result of faulty manufacture or material failure and *not* as a result of misadventure, abuse or incorrect installation.
5. Town & Country Redwood Shutters are covered by a 1year guarantee on the body of the shutter that includes any material defects including cracking, splitting, or deterioration that has occurred as a result of faulty manufacture or material and *not* as a result of misadventure, abuse or incorrect installation. SSL cannot be held responsible for any shrinkage or expansion that may occur due to the natural, fibrous nature of this product.
6. Town & Country Synthetic shutters painted by Simply Shutters are covered for 5 years against any paint defects such as undue fading, cracking, peeling or any other deterioration of finish on the basis that no third-party interference has occurred thereafter. This includes paint finishes that have been applied over the original paint finish supplied by Simply Shutters. SSL will not be held responsible for fading, peeling, cracking, or any other deterioration of finishes applied by any third parties.
7. Town & Country Synthetic shutters that are provided in a primed finish that require a topcoat are not supported by a 5year warranty on the paint finish as SSL cannot be held responsible for any paint defects or other deterioration of finishes for paint applied by third parties. The

same is true for Town & Country Redwood shutters that are supplied unpainted with paint finishes being applied by a third party thereafter.

8. In the event of a claim during the warranty period, SSL at its sole discretion 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-rata schedule listed below. Alternatively, if the homeowner wishes to purchase new product(s) SSL will discount the new total purchase price as per the pro-rata contribution schedule below.
9. In the event of a claim the original purchaser/ homeowner will be responsible for uninstalling and sending products back to Simply Shutters for review. A return to base warranty means that the customer is responsible for carriage costs in sending back products to SSL. SSL accepts responsibility for all carriage/shipping costs in sending replacement products back to the customer.
10. This warranty is limited to cost of the products alone. It expressly excludes any associated costs such as removal and refitting.
11. If SSL attempts a reasonable number of times to repair a defective product under this warranty but those attempts are unsuccessful, SSL at its discretion may either replace the product or make a refund to the homeowner as detailed in the schedule.
12. This warranty will not cover claims for the following (a) damage or failure of a warranted product resulting from acts of the homeowner, the installer, or any other third party (b) damage to or failure of the product resulting from unreasonable use or failure to reasonably maintain the product after the date of purchase.
13. 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.
14. 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.
15. 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 product 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.

<b>Town &amp; Country Synthetic Shutters Only</b>	
<b>Pro-Rata Warranty Coverage Schedule - 10 Year Warranty on body</b>	
<b>Number of Year Since Date of Purchase of Warranted Product by Original Homeowner</b>	<b>Contribution of original purchase price made by Simply Shutters Ltd</b>
0 - 5 years	100%
5 - 6 years	90%
6 - 7 years	80%
7 - 8 years	70%
8 - 9 years	60%
9 - 10 years	50%
10 years+	0%

<b>Town &amp; Country Redwood Shutters Only</b> <b>Pro-Rated Warranty Coverage Schedule - 1 Year Warranty on body</b>	
<b>Number of Year Since Date of Purchase of Warranted Product by Original Homeowner</b>	<b>Contribution of original purchase price made by Simply Shutters Ltd</b>
0 – 12 months	100%
12 months +	0%

<b>Town &amp; Country Synthetic Shutters Only</b> <b>Pro-Rated Warranty Coverage Schedule - 5 Year Warranty on paint finish</b>	
<b>Number of Year Since Date of Purchase of Warranted Product by Original Homeowner</b>	<b>Contribution of original purchase price made by Simply Shutters Ltd</b>
0 – 5 years	100%
5 years +	0%