

## Your 10 Year Quality Cabinet Guarantee

**Important:** Your Mereway kitchen is manufactured to a high standard and should last for years to come. We are therefore proud to offer a 10 year Guarantee on your kitchen cabinets and drawerboxes.

Your Guarantee however does not apply to parts, materials or equipment that are not supplied by Mereway Kitchens Limited. Nor does it apply to faults arising from incorrect design, poor planning, substandard fitting, insufficient maintenance or damage caused by water ingress.

### To: Our Customer

We, Mereway Kitchens Limited, registered in England number 2028938, Redfern Park Way, Birmingham, B11 2BF ("the Company") hereby GUARANTEE that the kitchen cabinets and drawerboxes supplied by Mereway Kitchens Limited will be free from defects in materials and workmanship for a period of 10 years from the date of delivery of the products, SUBJECT ALWAYS to the following conditions:-

- 1) In so far as the terms of this Guarantee are inconsistent with the Company's standard terms and conditions of sale, the contents of this Guarantee shall prevail.
- 2) Our Customer must notify in writing to the Company of the nature of the alleged defect within one month of the delivery date or (where the defect or failure was not apparent upon reasonable inspection) within 6 months after the date of discovery and within the period of this Guarantee.
- 3) The Company shall not be liable for any defect on its products arising from any drawing, design or specification supplied by, or to our Customer.
- 4) The Company shall not be liable for any defect arising from wilful damage, negligence, abnormal working conditions, incorrect design or fitting by our Customer or any third party other than the Company. Neither will it be liable for our Customer's failure to follow the Company's instructions (whether oral or in writing), misuse, alteration or repair of the products without the Company's prior approval.
- 5) The Company shall not be liable for normal product wear and tear as result of general domestic kitchen use. Neither does this Guarantee apply to defects relating to doors, handles, hinges and mechanisms which are subject to an independent 5 year guarantee, and accessories which are all subject to an independent 1 year guarantee from date of delivery.
- 6) The Company shall not be liable under the Guarantee if the total price of the products has not been paid for by the due date for payment.
- 7) Where any valid claim regarding a product is agreed by the Company and is based upon a defect in the quality or condition of the products or the Company's failure to meet any specification, our Customer shall be entitled at their choice to have the original product repaired. If, from this, the claim cannot be resolved it will be directly replaced with the most similar product available at the time. No credit notes will be given by the Company; neither will it be responsible for the product installation.
- 8) Save for the Company's obligations referred to in clause 7 above, the Company shall have no further liability to our Customer and shall not be liable (save for death or personal injury) for consequential loss or damage, costs, expenses, or other claims for consequential compensation (whether caused by the negligence of the Company its employees, agents or otherwise) in connection with the supply of the products or their use or resale by our Customer.
- 9) Natural environmental changes, such as the passage of time and exposure to light, cause the colour of materials to gradually alter. Therefore if a replacement is required, it may not be possible to provide a new unit which exactly matches the existing units. In this case, should the original material be no longer be obtainable, the Company will endeavour to provide the closest possible alternative from the current range.
- 10) This Guarantee shall be governed by and construed in all respects in accordance with English Law.
- 11) This Guarantee is non transferable and supersedes any previous agreement or contract, expressed or implied.
- 12) Your Statutory Rights are not affected by the Terms of this Guarantee.