

## Balances | limited warranty

This limited warranty is effective for sash balance products set forth in Table 1 below. This limited warranty is extended to and may be enforced by only the party who is the initial purchaser of the product from Mighton Products Ltd.

This limited warranty is not transferable and is extended to include distributors who purchase products for the purpose of resale. Proof of purchase is required to make a claim under the warranty.

### Limited warranty

Mighton Products warrants the products from Table 1 below against defective material and workmanship under normal use and service for a period of 20 years from the date of purchase as specified below.

### Table 1

D4 balance range D6 balance range AL balance range SL balance range

### Exclusions

This warranty excludes aesthetic corrosion where the product is fitted in coastal regions. Coastal region is defined as within four miles of saltwater.

This warranty does not cover the product under the following conditions: Product has scratches or abrasions; Product has been damaged by acts of nature; Product has been altered in some way, improperly installed, or damaged from misuse or abuse.

This limited warranty does not cover damage, product failure or poor product performance due to the following.

- > normal wear and tear
- > discoloration, normal wear and tear or naturally occurring changes to finishes, including decorative plated finishes
- > corrosion related damage
- > incidental damages
- > misuse, abuse or failure to properly finish and provide maintenance
- > alteration or modification of the product
- > exposure to chemicals (eg brick wash, vinegar, cleaners, wood treatments, chemical strippers, paints, varnishes etc)
- > improper installation not in conformance with Mighton Products catalogue or application drawings or instructions
- > use for a purpose other than that for which it was intended, or in a manner inconsistent with any instructions regarding its use or in a manner beyond product specifications
- > any cause beyond the reasonable control of Mighton Products including but not limited to fire, flood, acts of nature, and acts of third parties outside of Mighton Product's control



## What Mighton Products will do

If any product manufactured by Mighton Products is found to be defective by Mighton Products, in its sole judgment, Mighton Products will, at its option either repair or replace with the same or substantially equivalent replacement for such defective product, or, refund the purchase price.

Custom or non-standard finishes that are determined to require service may be substituted with a similar colour at Mighton Product's discretion if the finish is no longer available.

Any repaired or replaced part is covered only for the remainder of the warranty period.

## Disclaimers and limitations

This limited warranty is exclusive. Mighton Products makes no other warranty of any kind whatsoever, express or implied, with respect to the products manufactured and sold by it, whether as to any warranty or merchantability, fitness for a particular purpose or any matter.

Mighton Products' liability is limited only to the replacement value of the product. Mighton Products shall not in any event be liable to any buyer for consequential, indirect, incidental or special/punitive damages of any kind, or for the labour charges which may be required for the removal, replacement or reinstallation of said product, whether for breach of warranty, negligence, on the basis of strict liability, or for any other reason.