

Effective: 1st September 2020



M-Boss White PVC-ue and PVC-u Profiles and PVC-u Fittings – 20 Year Guarantee

I. Products covered by this Guarantee

- a) This Guarantee applies to White PVC-ue and PVC-u profiles and PVC-u fittings supplied by Swish Building Products (Swish) for its M-Boss range. Coloured M-Boss profiles and fittings, are excluded from this Guarantee.
- (b) This Guarantee applies only to products sold and fitted within the UK and the Republic of Ireland. Any products purchased or fitted in another jurisdiction are excluded from this Guarantee.
- (c) Products which are not covered by this Guarantee may be subject to a separate guarantee.

2. Duration of this Guarantee

This Guarantee will remain in force for 20 years from the date of installation of the products.

3. Cover provided under this Guarantee

- (a) Swish guarantees that, for the duration of this Guarantee, but subject to the other provisions of this Guarantee:
- (i) the PVC-ue profiles will meet the physical property requirements of BS 7619:2010 The British Standard specification for extruded cellular un-plasticized PVC (PVC-ue) profiles;
- (ii) the profiles and fittings will not warp or crack;
- (iii) for a period of 20 years, exposure to normal weathering will not result in any significant part of the profiles or fittings changing colour compared to Swish's relevant colour specification, by more than a Delta E of 5 (where Delta E is the measurement determined in accordance with BS 3900 Parts D8, D9 and D10, 1986). This paragraph 3(a)(iii) does not cover any change resulting from any form of shading (such as any overhang or any obstruction of the sun by any permanent or temporary structure or trees).

(b) In the case of a valid claim under this Guarantee, Swish will, at its absolute discretion, either repair or replace the defective profiles and fittings. This Guarantee does not cover any labour costs incurred by the Customer or any third party in installing the repaired or replacement profiles and fittings.

4. Exclusions

This Guarantee will not apply if:

- (a) the profiles or fittings have not been stored, installed and maintained in accordance with Swish's recommended fixing details and maintenance guidelines:
- (b) the profiles and fittings have not been used in accordance with Swish's instructions
- (c) the profiles or fittings have been coated or had any other process or repair performed on them other than by Swish;
- (d) the defect is caused by wilful or accidental damage, vandalism or negligence (other than that of Swish or its sub-contractors);
- (e) the profiles and fittings have been stored and/or permanently installed:
 - (i) in climate zones where the ambient temperature regularly falls outside the range +40°C to -10°C, or
 - (ii) at elevations above 1800 metres above sea level;
- (f) the profiles and fittings have been exposed, in storage or end-use, to atmospheric pollution, acid rain, harmful chemicals or vapours, fire, lightning, flood, abnormal winds or earthquake, or the effects of external heat sources or reflective surfaces, or undue wear and tear, or other unusual conditions; or
- (g) the profiles or fittings have been moved from the site where the defect is alleged to have occurred.

Swish Building Products, Pioneer House, Mariner, Lichfield Road Ind. Estate, Tamworth, B79 7TF

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5. Transfer of this Guarantee & How to make a claim

- (a) This Guarantee is for the benefit of the Customer and only applies if proof of purchase can be provided. Proof of purchase must detail the relevant property address.
- (b) Any unexpired part of the life of this guarantee may be passed to subsequent owners of the property.
- (c) This Guarantee along with the receipt shall be retained by the customer to demonstrate proof of purchase. Swish reserves the right to refuse any claim under a Guarantee where the customer cannot provide the original Guarantee document and the receipt.
- (d) To make a claim under this Guarantee, please contact Swish Technical Services on 01827 317 200.

6. Your rights

This Guarantee does not affect any rights the Customer has in law relating to the quality of the guaranteed products. For further information about your legal rights contact your local Trading Standards Department or Citizens Advice Bureau.

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