

# Skopos Fabrics Ltd. Manufacturer's Guarantee

## Definitions

 The definitions below apply to the guarantee.
Company: means Skopos Fabrics Ltd whose registered office is at Providence Mills, Syke Lane, Earlsheaton, WF12 8HT.

Goods: Goods which are manufactured by the Company, including but not limited to, curtains, tracking systems, roman blinds and bed throws. Excluded Goods: Means anything supplied by the Company other than the Manufactured Goods, including but not limited to, tracking and blind systems and electrical components therein, accessory items and draw rods not manufactured by the Company.

# Guarantee

2. All Goods manufactured by the Company are guaranteed to remain free from material or manufacturing defect for a period of three years from the date of installation.

#### Exclusions

- 3. This guarantee does not apply to the Excluded Goods, which will be covered by the guarantee of the original equipment manufacturer (the OEM), nor items or textiles incorporated into the Goods which are designated as 'Customers Own Fabric (COF)' or 'Customer Specified Fabric (CSF)' on our estimates or invoices
- 4. This guarantee does not apply to any damage to or defect in the Goods arising from:
  - a. fair wear and tear; or
  - b. any misuse, wilful damage, abnormal storage, working conditions, accident or negligence by you or by any third party; or
  - damage caused by fire, flood or any other abnormal environmental cause, smoke, damp or extreme high, low or sudden variation in temperatures; or
  - d. failure to operate or use the Goods in accordance with the user instructions; or
  - e. failure to carry out adequate care and maintenance in accordance with our instructions; or
  - f. any alteration or repair by you or by a third party who is not authorised by the Company to carry out the repair; or
  - g. any incorrect specification provided by you;
  - h. faulty workmanship of anyone other than someone authorised by the Company; or
  - accidental damage normally covered under buildings or contents insurance.

# General

- 5. This guarantee applies to all Goods purchased from the Company within the United Kingdom. This guarantee does not confer any rights other than those expressly set out and does not cover any claim for consequential loss or damage. This guarantee is in addition to your legal rights. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 6. In the event of product discontinuation, the Company reserves the right to offer a suitable alternative product or part.
- 7. The Company does not guarantee to provide replacement parts which are identical to the originals.
- 8. Some shade, colour and handle variation over time are inevitable features of all textiles, due to the composition of the materials and the processes followed to manufacture. Our Goods are manufactured from a combination of different materials therefore there are inevitably some inherent variations. The Company will use all reasonable endeavours to keep variation to a minimum.
- Some dimensional variation over time is an inevitable feature of all textiles, as temperatures increase moisture in the air is absorbed into the fabric; this extra weight can lengthen the curtains and viceversa can shorten curtains in reduced temperatures.
- 10. This guarantee applies only to the original customer and cannot be transferred to any other party except where approved in writing by the Company.
- 11. If any faulty or defective Excluded Goods are supplied by the Company, it will use its reasonable endeavours to procure that the supplier of those Excluded Goods replace or repair the faulty or defective items.

#### Repairs

- 12. The Company will at its discretion, repair or if necessary, supply replacements at its own cost of all Goods which are or become faulty due to defects in their design, materials or workmanship during the period of this guarantee.
- 13. We reserve the right for our representatives to investigate any claim under this guarantee and seek independent professional or regulatory advice should arbitration be necessary.

## Should you need to make a claim:

14. Any claim relating to the Goods within the period of the guarantee must be made in writing directly to the Company at its registered office clearly stating the order number, the details of the Goods at fault, and photographic evidence of the fault found.

skopos fabrics LTD.