Tuinmaximaal warranty conditions

Introduction
Tuinmaximaal believes that everyone should be able to enjoy their garden every season and we are committed to facilitating this by using high-quality products. In the unlikely event that you wish to make a warranty claim, you will find further information and the conditions of the Tuinmaximaal consumer warranty here. Your legal rights as a consumer will at all times be retained.

This warranty applies only to consumers who have purchased their product directly from Tuinmaximaal. In case you have purchased a product through another retailer, the warranty will have to be dealt with by the relevant responsible retailer and you will be bound by the warranty conditions you have agreed with such retailer.

Checking your order
Always check your order immediately upon receipt to make sure it is complete, undamaged and functional. If you collect your products, please check them before loading and transporting them. For glass, please use our instruction "Assessment of delivered glass ", available through this link or on our website www.tuinmaximaal.co.uk/downloads.

If you find a defect, please make sure to observe the safety measures and do not install or use the product and contact your seller. Any use or assembly of the products involves that you have checked and accepted them.

Warranty periods
The Tuinmaximaal warranty covers faults in the product that prevent the normal use of the product and applies exclusively to the following products and for the periods specified below:

Gumax® Veranda: 10 years
Gumax® 8° wedge and Gumax® wedge on fence: 10 years
Gumax® Aluminium sidewall: 10 years
Gumax® Polycarbonate sidewall: 10 years
Gumax® Glass sliding doors: 10 years
Gumax® Shading Panel: 10 years
Gumax® Bamboo decking: 10 years
Gumax® Sun shading: 5 years
Gumax® Insect screen: 5 years
Gumax® LED spots: 3 years
Gumax® Lighting System: 2 years
Gumax® Steel Look for Sliding Doors: 2 years
Gumax® Standing patio heater 2100W: 2 years

The warranty period commences on the day of delivery of the product to the consumer who has concluded the purchase agreement directly with Tuinmaximaal and only that consumer can claim the Tuinmaximaal warranty.

Powder coating
Tuinmaximaal offers a 10-year warranty on the powder coating of aluminium parts of our products (with the exception of the Gumax® standing patio heater 2100W). This warranty applies only to defects related to the adhesion of the coating to the aluminium or peeling of the coating under normal conditions of use. This warranty therefore does not apply to discolouration, loss of gloss or light scratching due to ageing or external influences.

In addition, the Powder coating warranty does not apply to damage caused due to improper use, improper maintenance or exposure to aggressive environmental factors (such as acid rain, chlorine, salty air in coastal areas or industrial pollution).

Bamboo
The warranty applies exclusively to the construction and bonding of the Bamboo decking boards. The warranty expressly excludes damage or deviations resulting from accidents, as well as surface roughening and the occurrence of minor splinters.

Making a claim under the warranty
In order to make a claim under this warranty, the buyer must:
a) Submit a written warranty claim to Tuinmaximaal within 14 days after the problem was found;
b) Provide proof of the original purchase, including invoice and order details;
c) Provide sufficient visual material or other evidence to prove the defect;
d) Give Tuinmaximaal the opportunity to inspect the product and assess the warranty claim;
e) Have strictly followed all installation and operating instructions;
f) Have paid the full invoice amount.

If you should fail to comply with the above conditions, Tuinmaximaal will not be bound by these warranty conditions.

Exclusions

No claim can be made under the Tuinmaximaal warranty if the product is defective, indirectly or directly, caused by:

a) Failure to follow (the chronological steps in) the assembly instructions;
b) Failure to comply with the safety instructions;
c) Making changes to the product not mentioned in the assembly instructions;
d) Improper and/or negligence use or maintenance of the product;
e) Failure to perform maintenance, correctly, adequately or on time;
f) The use of non-Gumax parts;
g) Assembly, machining or repair;
h) Normal wear and tear;
i) Formation of condensation polycarbonate;
j) Failure or inadequate ventilation of the product;
k) The attachment of other objects to/on the product;
l) Loading or transporting the product, other than by transport provided by Tuinmaximaal;
m) Cleaning operations or the use of unsuitable cleaning or maintenance products;
n) Power and voltage fluctuations;
o) External influences such as sun, storm, hail, lightning, earthquake, other weather conditions, (burglary), vandalism, fire, heat, connection problems or human actions;
p) Wind and snow loads beyond the specified maximum loads of the product;
q) Placing a product in a geographical area with the risk that the loads on the product are greater than the loads it can bear and/or for which the product has been tested;
r) The conditions in which the product is placed;
s) Noises such as tapping or creaking, these may be caused by, for example, temperature differences in combination with the substrate or contact with other materials;
t) An unsuitable or non-solid foundation/subsoil;
u) Subsidence, this may occur with certain types of soil such as, but not limited to, peat soil;
v) An unsuitable or faulty back wall to which the patio cover is mounted;
w) A leakage occurring as a result of a cause outside the patio cover or improperly applied sealant, for example on the gutter side of the patio cover or the back of the wall profile;
x) Properties inherent to the material, including but not limited to sagging of the fabric of the awning and other parts and characteristics inherent to bamboo, such as small cracks, surface mould or algae or insect infestation as well as natural movement of the material including expansion, shrinkage, warping, cupping or slight deformation resulting from differences in temperature, humidity or other climatic conditions.
y) Any exclusions mentioned in the assembly instructions;
z) The expiry date, if any, being exceeded;
aa) Installation of the products within 200 metres of a dairy farm, brewery, lake, river or sea, or within 20 metres of a swimming pool.

Our sun shading has a fabric with woven aluminium threads that reflect sunlight. External factors such as insufficient cleaning, dirt, detergents or local conditions can affect the aluminium layer. This can cause light spots in the fabric due to reduced reflection. This wear is not covered by the warranty as it is beyond our control.

A claim cannot be made under the warranty in case of deviations in colour, finish, gloss level, quality, size, weight or other characteristics of the product that do not affect the operation and soundness of the product.

Loose parts, replacement parts and components subject to wear and tear, such as door handles, rail wheels, hair strips, rubbers and privacy film are not covered by the Tuinmaximaal warranty, nor are self-adhesive tape, glue and sealant. Of course, your statutory warranty applies to these. The parts listed are available separately and should be checked periodically and replaced if necessary.

What else should you know about the Tuinmaximaal warranty?

a) If you make a claim under the warranty and the provisions in these warranty conditions are met, Tuinmaximaal can, at its discretion, replace the part in question, repair it or, in exceptional cases, provide compensation according to a phasing-out scheme. The amount of the compensation will at all times be determined by Tuinmaximaal. Tuinmaximaal is not liable for any additional compensation (for damage). Tuinmaximaal is not liable for consequential damage, indirect damage, or additional costs, such as costs for disassembly, reinstallation or transport.
b) If you report a defect under the warranty, you must return the product or part in question to Tuinmaximaal.
c) The warranty period will not be extended or renewed under any circumstances whatsoever.
d) The shipping method and address of a product delivered subsequently or exchanged will be the same as the shipping method and address of the initial delivery.
e) If a defect is found not to exist or if the defect is not covered by the warranty, costs may be involved and charged to you by Tuinmaximaal. These costs may include compensation for time spent and costs of travel or transport.
f) If the product is no longer available from Tuinmaximaal at the time of repair or replacement, Tuinmaximaal may replace the product with a product that is available and most similar to the original product. If no similar product is in stock, Tuinmaximaal may offer compensation which may include a phasing-out scheme.
g) Dismantling and reinstallation of the products or other measures to be taken with respect to the replacement or repair, such as moving or re-laying substrate or tiles, will be for your account.

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