WARRANTY AGREEMENT – SUPPLIER

 **Contract:**

 *(Project Title)*

 **Contractor:**

 *(The contractor)*

 **Principal:**

 *(The owner / principal)*

 **Warrantor:**  **Soteria Doors Limited**

 *(Name of supplier)*

 **Warranted works: Supply only of timber doors (Installation by others)**

 *(The warranted works)*

 **Warranty period:** ~ 5 year durability requirements of The New Zealand Building code compliance document B2 durability.

5 years from date of supply against defects in materials and workmanship, all according to the manufacturer’s conditions and limitations.

 The principal has entered into a contract for construction of certain contract works with the contractor and the contractor has agreed to arrange for the provision of a warranty in respect of the works or part thereof (“the warranted works”).

 The warrantor has agreed to provide a warranty in respect of the warranted works for the warranty period on the terms set out in this warranty.

## 1 IT IS HEREBY AGREED

 The warrantor warrants to the principal that all work performed and all materials and/or fittings supplied by the warrantor in respect of the warranted works shall be in accordance with the highest standard and quality, to the relevant drawings and specifications, and as outlined in Doors’n’More proposal including clarifications, care & handling and other important information.

### 1.1 WARRANTOR’S OBLIGATIONS

 The warrantor agrees that if the warrantor is advised by the principal in writing of any defects in materials or workmanship within the warranty period in respect of the warranted works for which the warrantor is liable under the terms of the contract, the warrantor will promptly take steps to remedy that defect.

### 1.2 EXCLUSIONS

 The principal agrees that the warrantor is not liable for any defect or damage caused by:

 (a) Wilful act or negligence of the principal or any person other than the warrantor, its agents, employees or subcontractors;

 (b) fire, explosion, earthquake, war, subsidence, slips, faulty materials or workmanship other than the work or materials being warranted;

 (c) any force of nature which the warrantor could not reasonably foresee;

 (d) any neglect or delay by the principal in giving notice to the warrantor of a defect in the warranted works within a reasonable time of a defect becoming apparent;

 (e) design faults, errors or discrepancies, unless the warrantor undertook the design of the part of the warranted works the subject of the defect.

 (f) unintended use of the warranted works by the principal or any occupant thereof or failure by the principal or any occupant thereof to maintain the warranted works in accordance with the manufacturer’s stated or recommended instructions or requirements.

 (g) fair wear and tear

**EXECUTED:**

**Signed by the warrantor:** …………………………………………………. Daniel Simpkin (Director)

 …………………………………………………. Russell Simpkin (Director)

on this: ……………. day of ………………………………20………………

**Signed by the principal:** ………………………………………………………………………...

on this: ……………. day of ………………………………20………………

 *And where required signed in the presence of:*

 Witness signature: ………………………………………………………………………...

 Name *(print):* ………………………………………………………………………...

 Address *(print):*

*Note: Please be aware signed copy of warranty must be returned to Soteria Doors within 3 months of the date stated on this agreement for warranty to be valid*