

**CALDWELL BALANCE WARRANTY**

1. Subject to the conditions set out below **CALDWELL HARDWARE (UK) LIMITED** ("the Seller") warrants that Spirex, Spiralift, Regular ATW and Heavy Duty ATW balances (which together with Torso and Ultralift balances shall hereinafter be referred to as "the Goods") will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 5 years from the date of their initial use or 5 years from delivery whichever is the first to expire and that Torso and Ultralift balances will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 10 years from the date of their initial use or 10 years from delivery whichever is the first to expire.
2. The above Warranty is given by the Seller subject to the following conditions:-
  - 2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by the Buyer;
  - 2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence failure to follow the Seller's installation and/or adjustment instructions (whether oral or in writing) misuse or alteration or failure to maintain the Goods in accordance with the Seller's Maintenance Schedule;
  - 2.3 the Seller shall be under no liability in respect of any defect arising from failure to install and maintain the windows to which the Goods become attached after Sale in accordance with the window manufacturer's instructions (whether oral or in writing);
  - 2.4 the Seller shall be under no liability under the above Warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
  - 2.5 the seller shall be under no liability to replace any goods which have deteriorated due to being used in extreme climates such as coastal areas or marine environments. Under these circumstances an upgraded maintenance schedule is required as deemed appropriate by the buyer or end user.
3. Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act P177) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
4. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
5. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
6. Where any valid claim in respect of any of the Goods which is based on any defect in the Quality of condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions the Seller shall be entitled to replace or repair the Goods (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.
7. Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expensed or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or result by the Buyer except as expressly provided in these Conditions.

# CALDWELL

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## CALDWELL BALANCE WARRANTY MAINTENANCE SCHEDULE

### Spirex, Spiralift, Alumalift Heavy Duty and Regular Ultralift and Torso Balances

The sash balance units are lubricated during the production process, and are designed to be self lubricating during the operation of the window sashes. Therefore, the balances only require a minimum of maintenance but we would recommend the following:-

The windows must be cleaned at regular intervals. The cleaning process should include the frames and any drainage channels that are provided. (Please refer to window manufacturers instructions). The balances should be checked during this cleaning process and the following items observed:-

1. Check that the balance fixing screw is secure (do not over tighten).
2. Check that the bottom fixing bracket is secured to the sash and not damaged or distorted in any way.
3. Check that the cross pin in the spiral is correctly seated in the fixing bracket, (Spirex/Spiralift balances only).
4. Check that the top roll pin in the spiral is engaged in the pivot shoe, the bottom roll pin is for adjustment only, (Heavy duty and Alumalift regular balances only).
5. Is the balance tube damaged in any way.
6. If dirt and debris has built up at the bottom end of the balance, it can be cleaned with a cloth and re-greased with the following:

Torso balances: use Castrol spray Spheerol AP2.

Spirex/Spiralift and Ultralift balances: multi purpose grease can be used and we suggest that the brackets are coated at the same time.

Alumalift regular, heavy duty and Ultralift balances: multi-purpose grease can be used and care should be taken not to contaminate the pivot shoe or the slide channel.

7. Check that the travel stops are in place, and that the sash moves to contact the travel stop without any undue force. This will ensure the balances are not being either over extended or crushed. Finally check for smooth running of the sashes and adjust balances if required, (please note Torso balances are non adjustable).

Please note that the above maintenance schedule covers use in normal environments only. If hardware is to be used in extreme environments such as coastal areas or marine environments then an upgraded maintenance schedule will probably be required as deemed appropriate by the buyer or end user. Please be aware that failure to follow this maintenance schedule could void the Caldwell Hardware product warranties.

For further information, please see Caldwell Hardware Technical Information leaflets.

*CBALWARR May 2011*