

MYT SHUTTERS

Terms and Conditions and Warranty

Terms and Conditions

All orders placed with MYT Shutters are subject to our terms and conditions and warranty statement. By placing an Order you are agreeing to our terms and conditions and warranty statement.

Tolerances

Width: The width of the panels can vary by plus or minus 1.5mm from the specified width.

Height: The height of the panels can vary by plus or minus 1.5mm from the specified height.

Cancellation and Modification

MYT Shutters manufacture custom made shutters based on the specifications provided by you on the Order Form.

No cancellations will be accepted without approval from MYT Shutters. Once the order is submitted, the distributor will be responsible and liable for the Order and may incur charges for production that has already commenced.

MYT Shutters may cancel any unconfirmed Order after 10 days. Any unconfirmed order that has been cancelled will have to be resubmitted as a new order.

Product changes (modification) will be only allowed if the Order is not in production. (Please check at the time of required changes). If the Order is in production, no changes are allowed and the customer will be responsible for the original shutter Order provided.

Benchmark

For imperfections such as marks, dots, etc, which are visible with the naked eye in natural daylight, at a distance of 1.5 metres, are deemed unacceptable, hence, this is MYT Shutters' benchmark for acceptance. No warranty claims can be made if it is not visible within those conditions.

Small knots and grain pattern areas are a natural part of timber finishes and are not considered as imperfections.

You are solely responsible for notifying your customer of these imperfections.

Colour Match

It is not possible to guarantee an exact colour match for follow-up orders or for (warranty) replacement components. A follow-up order or replacement component in the same colour as the original order may be of a slightly different tone of colour.

All colours (even white and especially stains) change over time. The greater the time period between the original order and a follow-up (or component replacement) order the greater the change.

Additionally, paint batches can have small colour variations from batch to batch.

Combo Products - Colour Tone Variation

There may be slight colour tone variations between the rails, blades and frames our Combo Products: Basstech / Duratech. These products are made from a combination of materials (Timber and Polymer), however the same paint treatment is used to finish the completed product.

Due to the Polymer substrate and natural timber having a different colours and properties there may be a colour tone difference between the Polymer components and the timber components. This may occur even when the same paint colour is used.

Polymer Blades

Polymer Blades will sag or droop over time, especially if the blades are kept in an open, lay flat or horizontal position for extended periods of time. This will also occur if they are installed in typically hot west or northern facing windows. The wider the Blade the greater the sag.

Unpaid Invoices

MYT Shutters may withhold delivery of Orders until open invoices have been fully paid.

MYT Shutters have the right to charge interest (8% / month) on the open balance for payments made outside of the agreed trading terms.

Blackout

Plantation shutters are not a light block out (Blackout) product.

There will be light leakage around the panels and between the moving parts. These small gaps are part of the product.

Timber / Polymer /Aluminium extrusions are never totally perfect, additionally timber can move over time. These factors and the need for moving parts will mean when there is strong light behind closed shutters there may be irregular or uneven patterns of light leaking through the gaps. This is expected and is standard within the Shutter industry.

Blade Closure – Light Bleed

Due to hand finishing and the imperfect nature of all extrusions it is expected that there will be variations in light bleed between the blades. These variations in light bleed are only visible when the blades are closed tightly and is typical of the product. The criteria for inspections to determine inconsistent light bleed is with a 4-6mm space between the blades.

Oversized Panels

An Oversized panel is:

- 1) A panel that has a Width that exceeds the recommended maximum and/or a Drop that exceeds the recommended maximum;
- Or
- 2) A panel where the Width is larger than the Drop and the Drop is less than 900mm.

There are inherent defects with the design of oversized panels.

Due to the extra weight of the Oversized Panel (over time) the joints will be weakened and may fail, the panel may warp/bend, the panel may not open/close properly, the panel may sag and blades may not function properly. Due to the extra width the blades may warp/bend and may create gaps around the opening. The blades may not open/close properly, paint fractures can develop along the Stile/Rail joints. Due to the extra weight of the Oversized Panel, the hinges may be overstressed and may fail or pull away from the frame/wall. These issues are not considered to be defects under warranty for oversized panels.

Compared to a regular Shutter Panel an Oversized Panel is likely to experience these defects over a shortened timeframe.

Quote Validity

Any quote provided by MYT Shutters has 30 days validity.

Warranty Statement

We warrant that the product supplied at the time of delivery will be

- Of acceptable quality
- Fit for its intended purpose or use
- Match any description you were given by MYT
- Close match the sample or demonstration model you were shown
- Safe, durable and reliable

MYT Shutters warrants that our shutters shall be free of defects in material or workmanship for five years from date of purchase on timber products, ten years on Aluminium and twenty years on Polymer and two years for Aluminium used in coastal or high corrosion areas provided that such products were correctly installed, maintained

(Please refer to the Care instructions) and such products were made or assembled exclusively from original materials and components.

MYT Shutters warrants the structure of our panels for 15 years.

Any hardware used on the product (such as hinges, screws, tracking components) is warranted to be free of manufacturing defects for a period of 5 year. Any stainless-steel hardware is warranted to be free of manufacturing defects and moisture related defects (rusting, oxidising etc.) for a period of 3 years based on proper use and maintenance. Please refer to the Care instructions.

Any paint/stains used on the product is warranted to be free of defects, including cracking, peeling and hazing for a period of 5 years. The timber substrate under a stained finish is subject to natural change of colour, from influences beyond human control. This change in colour is expected, and cannot normally be claimed as a defect under warranty.

If Raw finish is supplied the warranty will be void.

The limit of liability under this warranty is to repair or replace the shutters or shutter components found to be defective at MYT Shutters sole discretion. The warranty does not include any labour costs for re-measuring, costs for removal or costs for reinstallations. MYT Shutters has the right to perform an inspection before agreeing a warranty claim.

The shutters must not be altered or modified in any way, shape or form and all original components must be used and installed by an experienced installer. This will be decided upon at MYT Shutters discretion. Installation errors are not covered by the warranty, however, at our sole discretion we may make reasonable endeavours to help resolve installation issues that may occur from time to time.

The warranty only applies to shutters correctly installed in the designated opening as originally intended and shall not cover bow or nonalignment in the frame or jamb in which the shutter is hung. This warranty does not cover any shutter which exceeds the limitations as described in the product manual.

Timber is a natural product, and may have some noticeable differences in the grain, pattern, paint or stain effect. This is considered an enhancement to the beauty of natural timber products and is not considered as a material defect. This means that MYT Shutters cannot guarantee exact matches for subsequent or follow up orders.

Life expectancy of a shutter will vary according to the environmental conditions and the quality of the maintenance applied. Generally speaking, timber products such as Cedar in an external application will require more maintenance compared to metal products such as Aluminium. Extreme conditions such as heat, moisture or extreme changes in these conditions may affect the shutters and the applied finish. Such extreme conditions may result in Paint (or lacquer) cracking, peeling or colour and stain variation.

No returns will be accepted for reasons other than defects in workmanship or material. They are only accepted if authorised by MYT Shutters and are notified within seven days of original receipt of goods. Proof of Delivery (P.O.D.) date must be provided and goods may only be returned by a transport provider approved by MYT Shutters. All Shutters remain the property of MYT Shutters until full payment of the invoice has been made.

This warranty does not apply to conditions caused by normal wear and tear. MYT Shutters shall only repair or replace, at our discretion any warrantable defective product or part that is returned to MYT Shutters or has been inspected by MYT Shutters.

MYT Shutters will not provide a warranty on Oversized panels.

MYT Shutters will not provide a warranty on Face Fit Sliding openings where no Sideboards are ordered.

MYT Shutters will not provide a warranty on Bi Fold openings where no Bottom Track is ordered.

MYT Shutters will not provide a warranty on Double Hinged shutters where no bottom frame is ordered. Due to the weight of two panels on a single set of hinges it is usual for Double Hinged panels to sag when opened – and you may need to lift them back into the frame when closing the panels. This is normal and is not considered a product fault.

MYT Shutters will not provide a warranty for damage to the framing where the Catch plate has not been installed and/or the end client has not been informed of the correct method to open/close the panels.

MYT Shutters will not provide a warranty on the colour fastness (fading) for custom colours in dark colours. It is expected and considered normal that dark colours will fade more quickly than light colours.

Thirty days after delivery MYT Shutters will not accept a warranty claim on Colour mismatch or Colour variation. Any claim on Colour mismatch or Colour variation must be reported within thirty days of delivery.

During normal usage the stile and rail joints will experience flexing, vibration and movement (caused by climatic change). This can sometimes cause a minor paint fracture to appear along the joint edge. This is considered normal and not a structural failure.

MYT Shutters shutter products are not a 'blackout' window covering. Please see the Blackout section of Terms and Conditions.

MYT Shutters does not warrant damage caused to the shutter, window or window frame from installation, incorrect measurements, abuse, misuse (such as repainting, reconfiguration of shutter), mishandling, accidents, flood, fire, storm (or other acts of nature), unapproved repairs, cleaning, maintenance or damage caused by moisture (including exposure to rain).

This warranty is valid only to the original purchaser and is not transferable. Claims arising under this agreement will be governed by the laws of New South Wales.

MYT Shutters excludes all liability for consequential or incidental damages for any cause whatsoever. All other rights are governed by state law in which state the shutters were originally purchased, and may vary from state to state. Some states do not allow exclusion or limitation of implied warranties, or incidental or consequential damages, so the above limitation may not apply to your state. Please check local state law.

Current product specifications are dated 15/10/2020 but may be updated from time to time at MYT Shutters discretion. We reserve the right to make changes to our products without incurring any obligation to similarly alter products purchased previously.