

MACKINTOSH®

Thank you for choosing a Mackintosh kitchen. We (Omega PLC trading as Mackintosh Kitchens, “we”, “our” or “us”) guarantee that for a period of twenty years (if purchased after 1 July 2019) from the date of delivery of your Mackintosh kitchen, that the kitchen cabinets, hinges and drawer boxes manufactured by us (“the products”) will be free from defects in material and workmanship.

In addition, We (Omega PLC trading as Mackintosh Kitchens, “we”, “our” or “us”) also guarantee that for a period of fifteen years (if purchased after 1 July 2019) from the date of delivery of your Mackintosh kitchen, that the kitchen fascias and ranged accessories manufactured by us (“the products”) will be free from defects in material and workmanship. Other third party items supplied by Omega PLC are subject to individual manufacturer guarantees as listed below:

All lighting products and lighting accessories – subject to a one year guarantee

Hanging brackets and waste bins – subject to a two year guarantee

Taps – subject to a 5 year guarantee

Your Mackintosh Kitchen has been manufactured to a high standard, however if you do experience any defects in the products, we will investigate your claim and if we believe there is a defect or fault covered by this guarantee, we will either supply replacement products or repair such products free of charge.

Any claims under this guarantee are subject to the following terms and conditions:

1. You must provide proof of purchase of your Mackintosh kitchen.
2. All claims must be made as soon as is reasonably practical once the defect has been identified.
3. The products have only been used for the purpose for which they were designed and have been used for domestic purposes only. This guarantee does not cover product installed in any sort of commercial environment or business premises or domestic premises used for business e.g. holiday lets, rental properties, student properties or similar. If you run a business from your home this guarantee does not apply.
4. This guarantee does not apply to third party products supplied as part of and ancillary to the kitchen. Specifically, appliances, handles, lighting, taps, waste bins, hanging brackets and fitting costs are outside the terms of this guarantee which only applies to products manufactured by us. These third party products may be covered by a separate manufacturer's guarantee.
5. This guarantee will only apply to purchases of new Mackintosh products from authorised dealers. No guarantee is provided for ex-display products.
6. This guarantee will only apply to Mackintosh Kitchen products purchased and installed in the UK.
7. This guarantee is personal to you as the original customer and is not transferable under any circumstances. The guarantee does not cover product that has been removed from the premises in which it was first installed and reinstalled in other premises under any circumstances.
8. This guarantee does not apply where you buy additional full units or components for your kitchen. Omega PLC cannot guarantee that new items will be an exact match.
9. Any product repaired or replaced pursuant to this guarantee shall be covered by the terms of this guarantee for the remainder of the Guarantee Period of the original products. No agreement to repair or replace the product shall extend the period of coverage of any guarantee provided.
10. This guarantee does not cover claims for defects that would be visually apparent prior to or at the point of installation. It is the responsibility of the purchaser and/or the installer of the products to check for any visual defects before installation. Once fitted the product is deemed accepted.
11. Where product is supplied in a primed finish to be painted on-site by the retailer or customer the final paint finish is not covered by this guarantee as it is dependent on the application and the type and quality of paint selected by the retailer or customer.
12. This guarantee applies to the product in question and does not extend to the replacement of other product in the kitchen or general household fittings and furniture.
13. This guarantee does not extend to cover any fitting or other costs associated with the replacement of the defective product, including the cost of removing or reinstalling the defective product and any impact on the other elements of the kitchen such as decorations, tiling, floors, appliances, sinks, taps and worktops.
14. This guarantee does not extend to consequential or incidental losses of any nature.
15. If the item is not available or no longer sold by us we will provide an appropriate replacement. Omega PLC will decide at its sole discretion what will constitute an appropriate replacement.
16. We reserve the right to recover defective products which are replaced by us under this guarantee.
17. In the event of a dispute, and at our sole discretion, we reserve the right to employ an independent FIRA inspector, at our cost, to review the claim. In this event both parties agree to be bound by their findings.
18. Repair or replacement are the only remedies available under this guarantee.

This guarantee is in addition to and does not affect your legal rights.

This guarantee is subject to the jurisdiction of the courts of England and Wales and any dispute or claim arising out of, or in connection with it or its subject matter shall be governed by, and in accordance with English law.

How to make a claim:

If you experience a problem with the products and would like to make a claim under this guarantee you should contact the authorised retailer which supplied the Mackintosh kitchen to you.

What is not covered under this guarantee:

- a) Normal wear and tear resulting from use for the purpose intended.
- b) Variations in colour or structure of wood and changes in the wood which normally occur over time. Wood (including stained and painted wood) is a natural product and as a result will have natural variations in texture, colour and grain. These variations are normal and are not covered by this guarantee. Replacement items, if required under this guarantee may appear different in colour as a result of being new.
- c) Doors and frames which are within the agreed manufacturing tolerance for bowing, i.e. fascias are not covered under the guarantee unless the bowing is greater than 1.5mm per metre.
- d) Painted timber products may show hairline cracks to joints and/or around the centre panel and the frame as the paint may be bridged across in some areas. All timber doors may also show slight stepping at the frame joints. These are natural features caused by the movement of the independent components parts and cannot be avoided. This is not considered a defect.
- e) Slight differences in the colour of any component as materials often reflect light differently.
- f) Scratches on gloss or other components arising from everyday use.
- g) Gradual deterioration or weathering of external surfaces, scratching, denting, bruising, chipping or discoloration of painted or treated surfaces. Products that have mellowed or changed colour in sunlight or over time. Please note that replacement items, if required under this guarantee may appear different in colour as a result of being new.
- h) Damage caused or contributed by the incorrect maintenance of the product including the use of strong or abrasive cleaning chemicals and materials.
- i) Damage caused or contributed by household animals or misuse by end users or children.
- j) Damage or discoloration caused by extremes of temperature, spillage of fluids or excessive moisture or humidity (one example being damage caused by not drying off any water splashed onto, or used to clean, the doors/units).
- k) Non-compliance with safety regulations and/or instructions given in any applicable product manuals or the ‘Caring for your kitchen’ leaflet supplied with the kitchen;
- l) Intentional damage caused by you the customer or third parties, or faults caused by lack of care or maintenance.
- m) Accidental damage during or after fitting; including damage due to poor storage following delivery but before fitting.
- n) Incorrect or inexperienced fitting (including DIY).
- o) Misuse, neglect, alteration damage, modification, infestation, or damage caused during or after installation.
- p) Installation into an unsuitable environment including exposure to high humidity, extremes of temperature or poorly ventilated areas.
- q) Events outside of our control including but not limited to extreme weather conditions, flood, fire, explosion, burst pipes, lightning, vandalism or any Act of God.
- r) Damage resulting from the inappropriate storage of the product prior to fitting for example in a damp or humid environment or extremes of temperature.