

# Welcome to an ABI life.

Thank you for choosing to purchase an ABI holiday home. Each and every one is designed and hand built in the UK by some of the industry's most skilled craftsmen. Our passion for exceptional quality and painstaking attention to detail is our commitment to bringing you a holiday home that will help you create lifelong memories, year after year.

Within this booklet you'll find everything you need to know about your ABI Warranty. It is important to read all the information carefully so that you know what it covers and what the associated terms are. If you have any questions regarding the provisions of this Warranty please contact your dealer or park.

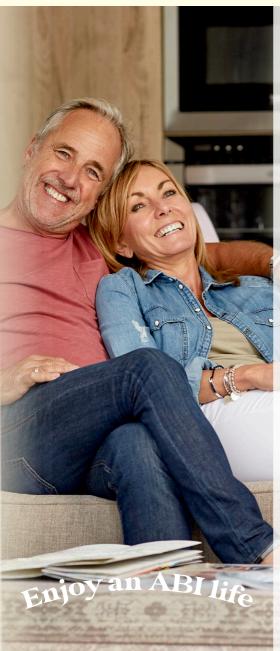
# All about your ABI Warranty.

We at ABI, take the quality of our products very seriously. Great care is taken during the manufacture of your ABI holiday home to ensure that it complies with all applicable regulations as well as meeting our own exacting standards. To achieve this every ABI holiday home is quality inspected and each appliance fully tested before leaving the ABI factory.

Whilst every effort is made to ensure that your ABI holiday home arrives with you in perfect condition, there may be occasions when issues only become apparent once one of our holiday homes has been handed over to its new owner. For example, there may be some initial snagging issues that require corrective work to be undertaken or other items that require some slight adjustment following the transportation and siting of your ABI holiday home on the park.

This ABI Warranty sets out how you should report defects, and the responsibilities for and terms upon which they will be resolved. Please take a few moments to familiarise vourself with the information in this booklet and then file it in a safe place for future reference.

Please note that the ABI Warranty is ABI (UK) Limited's contractual commitment to you (upon which we intend to rely) in relation to any defects that may arise in your ABI holiday home following purchase. The ABI Warranty is without prejudice to your statutory rights.





Contents	
1. REGISTERING YOUR ABI WARRANTY	4
2. TAKING OWNERSHIP OF YOUR ABI	4
3. YOUR ABI WARRANTY	4
4. MAKING A CLAIM ON YOUR ABI WARRANTY	5
5. THIRD PARTY WARRANTY	5
6. EXCLUSIONS TO YOUR WARRANTY	5
7. GENERAL TERMS AND CONDITIONS	6
8. COMMUNICATION	6
9. WARRANTY TERMS AND CONDITIONS	6

# 1. REGISTERING YOUR ABI WARRANTY

Your park or dealer is responsible for registering your ABI holiday home with us within 7 days of handover to you by completing and submitting to us the ABI Owner Registration Form contained at the back of this booklet. Please check with your park or dealer that they have done this on your behalf. If you are unsure, simply ask your park or dealer to confirm this for you. We advise that you keep a copy of all correspondence with the contact details set out in this booklet. Your ABI Warranty will be activated once the completed Owner Registration Form has been registered by your park or dealer with ABI(including the provision of all required information).

# 2. TAKING OWNERSHIP OF YOUR ABI

One of the most important aspects in the supply of your ABI holiday home is the installation and commissioning of it. Everything, from preparation and construction of the base which your ABI holiday home sits on, to the correct siting of your ABI holiday home on this base, through to the connection and supply of essential services and then finally the cleaning and preparation of your new ABI holiday home ready for handover. All of these are as important as each other to ensure the safety and the continued enjoyment of your ABI holiday home.

To achieve this your park or dealer should have prepared your ABI holiday home for handover in accordance with the Guidelines of Good Practice laid down by the NCC (National Caravan Council) and BH&HPA (British Holiday & Home Park Association). The pre-handover procedure requires the following key aspects from your park or dealer:

- a) All items must be checked to ensure the correct specification of your ABI holiday home
- b) Your ABI holiday home must be inspected for any defects in quality
- c) All appliances must be tested
- d) Your ABI holiday home must be cleaned and presented to a standard suitable for handover
- e) All utilities must be connected by suitably experienced and certified persons with relevant certificates for said utility work
- f) Your ABI holiday home must be correctly sited and levelled, including door adjustments where needed

It is the responsibility of the park or dealer to perform a quality check on the ABI holiday home before handover, and any failure on the part of your park or dealer does not fall under our responsibility. If any quality issues are defected by you after the handover, you should contact your park or dealer directly with these issues. Please do not report quality issues directly to ABI as we are unable to process

claims from Owners, they must come from your park

Our contractual commitment in respect of the sale of the ABI holiday home only extends to your park or dealer but not with yourself. Additionally, any concerns you have regarding the ABI holiday home upon receipt from your park or dealer is between you and them, and we cannot hold any responsibility

# 3. YOUR ABI WARRANTY

Your ABI Warranty covers the first 12 calendar months from the date of sale of your new ABI holiday home on all items included with your ABI holiday home.

There is a further 2-year warranty (after the initial 12 months) on all items listed below:

- ABI (UK) Limited manufactured fitted furniture
- Shower cubicle, shower topper, shower door, all taps, sanitary ware and baths
- Radiators, internal doors and internal door handles
- Gutters/downpipes and cladding
- · Sockets/switches, kitchen sink and dining table and chairs

On structural items such as the chassis, roof, walls. ceilings, floors, and external windows & doors there is a further 4 years structural (not cosmetic) warranty (after the initial 12 months).

#### Warranty limitations:

You have no right under this Warranty to any further solutions or to any compensation apart from those highlighted in this booklet. Nothing in this Warranty affects your statutory rights as a consumer.

Our responsibility for repair work is only for that which is of a direct consequence of a manufacturing defect. We are not responsible for or liable to pay for any losses (financial or otherwise) that are not directly associated with the manufacturing defect that causes you to claim under this Warranty.

Under the Warranty, we will pay for all parts and labour connected to any repair work carried out, up to a maximum cost equivalent to the original purchase price of the ABI holiday home. Our aggregate liability for multiple claims will in total be equivalent to the original purchase price of the ABI holiday home.

It is your responsibility to regularly check the condition of your ABI holiday home. We cannot accept responsibility for any loss or damage suffered, or incurred as a result of failure to report defects or any delay in reporting defects promptly.

All of our ABI holiday homes are fitted with a standard set of keys and locks, these may be duplicated by you or the Holiday Park where your ABI holiday home is sited. You are free to install personal/individual locks and keys however, this is your sole responsibility. Please be aware that if locks are changed, the site

or ABI Engineer will not be able to access your ABI holiday home in your absence if any works need to be carrying out.

Where a third party holds keys used to access your ABI holiday home, we cannot be held responsible. Maintenance of your ABI holiday home is fundamental to the warranty provided. Please remember, we cannot be held responsible for any loss or damage suffered as a consequence of your failure to use properly qualified individuals or companies, or failure to undertake appropriate regular maintenance.

# 4. MAKING A CLAIM ON YOUR ABI WARRANTY

You must contact your park or dealer immediately after the defect is identified in order to make a claim under the terms of this ABI Warranty. They will then contact ABI to look into the claim. Your park or dealer will then notify you if your claim has been accepted or rejected. For accepted claims, your park or dealer will keep you updated with any progress.

For rejected claims, your park or dealer will be able to provide full details of the reasons for the rejection upon request.

Once we have received the warranty claim from your park or dealer with all the relevant information. we will analyse the claim. Once the claim has been accepted, ABI or one of our agents will arrange to visit your holiday home as soon as possible. Following identification of a defect you should ensure that no further damage is caused as a result of the defect, as far as you are able to. If you are unsure what steps can be taken to prevent any further damage, please consult with your park or dealer who will do their utmost to assist you.

By making a warranty claim, you are giving permission for your holiday home to be entered by a qualified ABI Engineer or one of our agents at any time. If you wish to be present when they attend, you must inform your park and they must make ABI aware of this when the claim is logged. ABI Engineers can refuse to complete the work if greeted with rude or aggressive behaviour.

For Health and Safety reasons, it may be necessary for you to vacate your ABI holiday home whilst any work is completed. All valuables and possessions should be removed from your ABI holiday home as we cannot accept any liability for the loss or damage whilst working on your ABI holiday home.

If you are using recording equipment in your ABI holiday home, please make your park or dealer aware of this before the ABI Engineer attends.

Should you find yourself dissatisfied with the repair undertaken by us, or our agents, or any parts supplied, you should log this with your park or dealer who is required to report it to us within 10 days of

completion of the repair or supply of the parts. If no notice is received within 14 days, the claim is considered to have been satisfied.

# 5. THIRD PARTY WARRANTY

You may have additional warranty rights under the warranty given for any items supplied by a third party, such as white or brown goods. In the event of any defects, you should follow the same procedure as set out in section 4 to report these defects to us via your park or dealer.

# 6. EXCLUSIONS TO YOUR WARRANTY

Your Warranty does not include the provision of or the rectification of:

- · Batteries, gas bottles, fluorescent tubes, light bulbs, fuses, electrical connections, filters and tap washers. These are all classified.
- · Parts, fixtures or fittings that have not been manufactured or supplied by us and any damage to or caused by them
- Parts, or items covered by a third party guarantee, or any appliance supplied with your ABI holiday home
- · Blind, hinge, catch, stay, window or door adjustments
- · General wear and tear of ABI holiday home, including its supplied items and decor
- Any damage caused due to a lack of procedures such as 'draining down', damage caused by condensation and lack of appropriate action to combat it
- Environmental conditions such as UV damage. discoloration or pollution; additional damage caused by extreme weather conditions including. but not limited to, severe winds, heavy snowfall, flooding, or salt spray damage if sited in seaside location
- Impairment to ABI holiday home caused by inappropriate cleaning materials
- Damage occurring from misuse, neglect, overloading or abnormal use of your ABI holiday home other than for use as defined by the standard it is manufactured to: either a Caravan Holiday Home built to EN 1647, or a Park Home built to BS 3632
- · Damage caused by any foreign object
- Any damage caused in transit to site, including the siting or commissioning of your ABI holiday home, or relocation of Home from original site
- · Any damage exacerbated by lack of or delay in reporting or repairing a defect of an ABI holiday
- Any damage caused as a result of repairs

carried out by anyone other than ABI or an ABIauthorised third party

- Any Damage caused by lack of everyday maintenance and cleaning, including procedures set by the NCC, BH&HPA, ABI UK Ltd, or third party supplier
- · Any utilities incorrectly used or wrongly connected resulting in damage to your ABI holiday home
- Extra fixtures or accessories not supplied or approved by ABI causing damage to your ABI holiday home
- Damage occurring from corrosive, toxic, explosive or otherwise hazardous materials
- Damage occurring from infestation of inspects, birds or rodents
- Damage caused by any 'act of god,' acts of violence, revolution, riot, theft or vandalism either directly or indirectly
- Damage to your ABI holiday home as a result of any accident or act or omission by you

# 7. GENERAL TERMS AND CONDITIONS

#### Statutory Rights

This Warranty contains nothing that will in any way affect your statutory rights as a consumer.

#### Jurisdiction

The ABI Warranty shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

#### Confidentiality and Data Protection

Confidentiality and protection of data and documentation between you and ABI is of the utmost importance to us, and always remains as such. Where you provide any personal data or other confidential information to us, we will use that data and /or information only for the proper performance of this warranty. Complying with the provisions of the Data Protection Act 1998 in this warranty is something we constantly keep up to date. Any personal data provided to us by you will be treated by all employees in accordance with the provisions of the Data Protection Act.

# · Death or personal injury

This warranty works in accordance with your statutory rights, and does not make any attempt to exclude liability for death or physical injury.

#### 8. COMMUNICATION

The first point of contact regarding any notices should always be your park or dealer. If, however, the unlikely event occurs that you cannot contact your park or dealer, please do not hesitate to communicate to ABI in writing, detailing your ABI holiday home

serial number and site location to:

ABI (UK) Limited

Swinemoor Lane

Beverley

**HU17 0LJ** 

# 9. WARRANTY TERMS AND CONDITIONS

#### a) Warranty holder

Only the first registered owner of the ABI holiday home is permitted to make any claims under this warranty, and the Warranty is not transferable to any future owners.

# b) Commencement

This ABI Warranty will commence and take effect from the completion of the registration of the Warranty and the payment in full by your park or dealer to ABI for your ABI holiday home.

#### c) ABI holiday home

Any claim made under this Warranty must be in relation to the ABI holiday home under ownership of the warranty holder.

#### d) Authorisation

Prior written authorisation must be granted by ABI for any repairs to your ABI holiday home, and we will not take responsibilty for any costs related to unauthorised repairs.

# e) Payment for repairs

You may request authorisation to pay for repairs and claim back expense if the event occurs that we or our agents are unable to carry out repairs within a suitable period of time. This must be previously arranged in writing only.

#### f) Invoices to support claims

Any repairs made that are sanctioned by us (outlined in condition i) must be accompanied by VAT receipts for an expense to be valid. Each invoice must also be submitted within 14 days of the completed repair.

# g) Inspection of ABI holiday home and parts

Inspection of your ABI holiday home may be requested before authorising any repairs or adjustments, with the possibility of a claims assessor to assist in examining parts. Your presence may also be required for the duration of an inspection, which will be pre-arranged for a convenient time. Absence at agreed time and date is your responsibility and may result in loss or damage.

#### h) Access for repairs

In order for any repairs to be conducted, access to your ABI holiday home must be granted for our agents. In the event that the work requires you to

vacate the premises, we will strive to keep the work within as short a time as possible. If for any reason, there is a delay in our agents' access to your property, any loss or damage occurred as a result will be your responsibility.

#### i) Site closure

Any time in which your holiday home site is closed, we will expect you to make reasonable attempts to ensure our access for any repairs. If no access is viable and the requirement for repairs still remains, we will not be liable for any loss or damage occurring over this period of time.

# j) Repair/replacement of parts

This Warranty covers the repair and replacement at our discretion any part which is deemed to be flawed. Where any part is replaced, it will be either the same or similar, and there is no obligation for a replica to be supplied.

#### k) Failure to attend

Any circumstances beyond our control causing a delay or fail to attend to a repair, incurring further damage, does not fall within our liability. We will strive to complete the repairs or communicate any change otherwise to the best of our ability.

#### List prices

Any parts or labour rates for necessary repairs are stipulated at our UK Warranty prices, and we cannot cover costs that exceed this limit.

#### m) Identification marks

Identification marks are placed on each ABI holiday home by ABI and must not be removed or impaired.

# n) Dismantling post-fit accessories from the holiday home

Any areas that require corrective attention must be free from any accessories which may obstruct accessibility. Removal or dismantling of these accessories are your responsibility, and we will not be accountable for any costs of dismantling, replacing, or refitting any of these items. This includes decks, steps, verandas, awnings, decorative items, air conditioning units, aerials, satellite dishes, radio masts, landscaping, planting, skirts, and brickwork beneath the unit.

# o) Design faults and recalls

Design faults made by the original manufacturer which are damaged or recalled are not covered by this Warranty.

#### p) Modifications

ABI holiday homes with modifications deviating from our original ABI holiday home specification may have their Warranty claim rejected by us.

# g) Paperwork

A time limit will be set out within this pack, in which

all necessary paperwork and procedures must be completed. This is a pre-condition of our liability.

#### r) Maintenance

In addition to paperwork, all standard maintenance must be completed to all areas of your ABI holiday home as part of a pre-condition of our liability.

#### s) Location of ABI holiday home

The location of your ABI holiday home must be either a Holiday Home Park or Park Home Park, be licensed by its local authority, and remain here throughout the Warranty period. This must be in compliance with the Caravan Sites and Control of Development Act 1960 (or Northern Ireland Act 1963 respectively).

#### t) Legal proceedings

Any claim put forward then accepted by ABI will be undertaken by ABI on behalf of the Warranty holder. We, the manufacturer, shall be entitled to absolute conduct, control, and settlement of any proceedings in the name of the Warranty holder; this includes taking proceedings at our own expense, for our own benefit, to recover compensation, or secure indemnity from any third party. This is in respect of anything which is accepted by ABI UK Ltd and covered under this Warranty.

#### u) Void Warranty

Occasions under which this Warranty is considered void include, but are not limited to:

- The ABI holiday home being used for any other purpose other than a caravan holiday home (except if your holiday home is a park home manufactured in accordance with BS 3632 and sited on a licensed Residential Park), or as a permanent residence
- The siting of an ABI holiday home outside of the country originally intended for, or if the site does not conform to local laws or statutory requirements
- The removal or impairment of ABI holiday home identification marks
- Failure to complete the relevant paperwork within the stipulated timescale, or conform to any stipulated procedures
- · The alteration of your ABI holiday home's specification by anyone other than the manufacturer or representative of the manufacturer
- Your ABI holiday home becoming depreciated by 50% or more, or an insurance claim has resulted in the ABI holiday home becoming a write-off
- · Your refusal to allow entry onto your ABI holiday home for repairs to be carried out

