



Harry Lo <harrykhlo@gmail.com>

Re: (RE: Re: MB # 050417)

1 message

Harry Lo <harrykhlo@gmail.com>

Sun, Mar 5, 2023 at 2:25 PM

To: Build-disputes <Build-disputes@fairwayresolution.com>

Cc: "jsrconstruction.nz@gmail.com" <jsrconstruction.nz@gmail.com>, "office@kathrynlawry.co.nz" <office@kathrynlawry.co.nz>, "jlee2609@yahoo.com.hk" <jlee2609@yahoo.com.hk>

Kia ora Edward,

I provided some missed information on your minutes in blue and crossed out a few of your words or alphabets instead.

The updated minutes are enclosed below for your comment.

Do you agree that the updated minutes are more comprehensive? Would you mind collecting the comment on these updated minutes from each party who was in the meeting? We would like to resolve this matter as soon as possible.

Please get back to us soonest possible.

The updated minutes are below:

1. Motivation for thermally broken windows and incorporation into contract - ~~Insulation with additional benefit of preventing condensation on the aluminium frames was the motivating factor for the thermally broken windows which is why they were selected instead of having double glazed windows or argon gas only.~~ Thermally broken provides a low thermal conductivity between inter and outer sides of the aluminium frame on top of double glazed windows. (Explanation about argon gas: In principle, the argon gas is not a matter in this subject. Note that the argon gas is a kind of materials for adding into the cavity of the double glazed glass. The reason for mentioning argon gas during the meeting was because the builder thought the conversation about removing the free-argon-gas upgrade involved the removal of the insulation on the aluminium frames. Both records of the text messages with builder before building contract and the emails with suppliers and builder after building contract have shown that the conversation and the corresponding agreement about removing argon gas have not involved the current problem of the thermal insulated strips in the aluminium frames). (Note: ~~The red~~ words were written by Edward on 1 Mar 2023; ~~The blue~~ words were written by Harry on 5 March 2023; ~~The red-crossed~~ words were crossed out by Harry on 5 March 2023 and were written by Edward on 1 Mar 2023)
2. Supply and installation - ~~Despite some back and forth discussions between Harry, Jessica, Ricky and Hagley Windows and Doors (including a site- Hagley-showroom visit with Harry and Jessica), there was no indication that the subject sliding doors with a side windows would not include a few of the thermally broken strips or would not be completely thermally broken.~~ (Note: ~~The red~~ words were written by Edward on 1 Mar 2023; ~~The blue~~ words were written by Harry on 5 March 2023; ~~The red-crossed~~ words were crossed out by Harry on 5 March 2023 and were written by Edward on 1 Mar 2023)
3. Identification of issue - ~~Harry identified that the sliding doors did not have a few of the thermally broken strips on the stiles and fixed interlocker after the installation and that a series of thermal imaging records have shown that the stiles, the fixed interlocker, the window transom and the bottom section of the frame in particular did not perform to the same standard as the rest of the thermally broken products.~~ Hagley Windows and Doors, having consulted with their supplier APL, explained that due to issues with bowing in Summer heat, the thermally broken strip ~~was-has~~ no longer been provided for around 3 years. (Note: ~~The red~~ words were written by Edward on 1 Mar 2023; ~~The blue~~ words were written by Harry on 5 March 2023; ~~The red-crossed~~ words were crossed out by Harry on 5 March 2023 and were written by Edward on 1 Mar 2023)
4. Attempts to resolve - ~~Hagley Windows and Doors have previously proposed a partial solution to this problem by improving the thermally broken performance to partially replace the stiles of the seven sliding doors with a side window frames, however due to the bowing problems they indicated that this would void any warranty associated with the product.~~ (Note: ~~The red~~ words were written by Edward on 1 Mar 2023; ~~The blue~~ words were written by Harry on 5 March 2023; ~~The red-crossed~~ words were crossed out by Harry on 5 March 2023 and were written by Edward on 1 Mar 2023)
5. Potential resolutions - ~~The proposed resolution per (4) above is not suitable to Harry and Jessica as they intend on replacing the entire seven existing sliding doors with a side window frames with a completely thermally broken product provided by a capable supplier and reinstating the premises to today's standard.~~ Based on a few capable suppliers' material costs, we made a guess on the overall cost of the products' replacement, the related reinstatement and the related costs incurred by Harry and Jessica would be between \$35,000 and \$65,000. In Harry's view, JSR Construction and Hagley Windows and Doors are liable for all those costs because they failed to check the correct products before the installation. JSR Construction has agreed to ~~We-discussed~~ with Hagley Windows and Doors to seek some possible resolutions (e.g. ~~including~~ refunding the seven existing sliding doors with a side window frames and/or a financial settlement from APL; Hagley Windows and Doors and/or JSR Construction, i.e to pay for the full cost for the replacement, the reinstatement and all the related costs incurred by Harry and Jessica). Harry prefers the replacement for the correct windows at the full costs of JSR and/or Hagley Windows including the reinstatement costs and all related costs incurred by Harry and Jessica in this matter (Note: ~~The red~~ words were written by Edward on 1 Mar 2023; ~~The blue~~ words were written by Harry on 5 March 2023; ~~The red-crossed~~ words were crossed out by Harry on 5 March 2023 and were written by Edward on 1 Mar 2023)

Thank you for your kind help.

Nga mihi,

Harry

On Thu, Mar 2, 2023 at 10:22 AM Build-disputes <Build-disputes@fairwayresolution.com> wrote:

Thanks Harry,

Feel free to provide your own summary of the facilitated discussion. Once confirmed by all parties it can be shared with Hagley Windows and Doors.

Kind regards,
Edward Palmer

Resolution Coordinator

Below is the Email Conversation Thread for this Email

Received: 03/01/2023 10:48PM
From: harrykhlo@gmail.com
To: Build-disputes@fairwayresolution.com;
Cc: jsrconstruction.nz@gmail.com; office@kathrynlawry.co.nz; jlee2609@yahoo.com.hk;
Subject: Re: MB # 050417
Attachments: jGKfylgUgrBWEplR3TSs.png;

Body:

Kia ora Edward,

Thank you for preparing the minutes.

However, I reckon there are some misunderstanding on the complicated scenarios.

May I make some clarification when I am available during the weekend?

Sorry for the inconvenience caused. Thanks for your kind help.

Nga mihi,
Harry

On Wed, 1 Mar 2023, 13:26 Build-disputes, <Build-disputes@fairwayresolution.com> wrote:
Good afternoon all,

Thank you for your participation in this afternoon's facilitation. From my perspective the facilitation involved a collaborative discussion which identified a lot of common ground between the parties.

As discussed, our process and any documents prepared therein are subject to legal privilege per s57 of the Evidence Act 2006 - <https://www.legislation.govt.nz/act/public/2006/0069/latest/DLM393664.html>

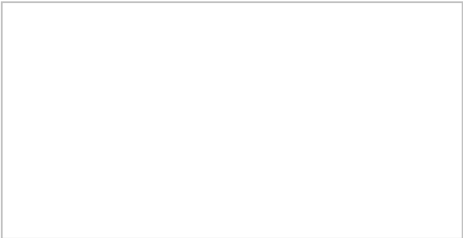
In light of the above and as discussed by the parties, it will be useful to provide the minutes of our facilitation to Hagley Windows and Doors for insight into your respective positions. Please confirm that you are all happy for Ricky to share the below list with Hagley Windows and Doors:

1. Motivation for thermally broken windows and incorporation into contract - Insulation was the motivating factor for the thermally broken windows which is why they were selected instead of double glazed windows or argon gas
2. Supply and installation - Despite some back and forth discussions between Harry, Jessica, Ricky and Hagley Windows and Doors (including a site visit with Harry and Jessica), there was no indication that the sliding windows would not include a thermally broken strip or would not be completely thermally broken.
3. Identification of issue - Harry identified that the sliding doors did not have a thermally broken strip and that the bottom section of the frame in particular did not perform to the same standard as the rest of the thermally broken products. Hagley Windows and Doors, having consulted with their supplier APL, explained that due to issues with bowing in Summer heat, the thermally broken strip was no longer provided.
4. Attempts to resolve - Hagley Windows and Doors have previously proposed a partial solution to this problem by improving the thermally broken performance of the sliding door frames, however due to the bowing problems they indicated that this would void any warranty associated with the product.
5. Potential resolutions - The proposed resolution per (4) above is not suitable to Harry and Jessica as they intend on replacing the existing frames with a completely thermally broken product and reinstating the premises to today's standard. We discussed some possible resolutions including refunding the existing frames and/or a financial settlement from APL, Hagley Windows and Doors and/or JSR Construction.

I am happy to provide further assistance if required. Please advise if I can be of further assistance.

Ngā mihi

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Edward Palmer

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