

## **AURORA GUARANTEE**

Altaterra Ltd., company number 08-09-013626, Malom köz 1, 9431 Fertöd, Hungary ("Altaterra") provides a 10-year guarantee on its window and flashing products. Below please find the terms of the guarantee.

### **I. Duration and Coverage of the Guarantee**

- Altaterra grants the end-user<sup>(1)</sup> a ten-year guarantee for all of its roof windows (excluding cold room windows) including panes and flashings.
- Altaterra grants the end-user a two-year guarantee on cold room windows, blinds and sun-screening accessories.

The guarantee applies to the aforementioned products that have been delivered to the first end-user<sup>(2)</sup> after 1 May 2012.

### **II. Commencement of the Guarantee**

The guarantee period commences when the new product is delivered to the first end-user. If the end-user is unable to document the time of delivery, Altaterra reserves the right to determine the commencement of the guarantee on the basis of documentation rendering the production date probable.

### **III. Extent of the Guarantee**

The guarantee covers defects<sup>(3)</sup> due to material, production or structural faults<sup>(4)</sup>. Where valid complaints are made during the liability period, Altaterra's liability will be limited to free delivery of a new equivalent product or component. Altaterra is, however, entitled to remedy defects where a remedy in Altaterra's opinion can be made properly. Altaterra does not assume liability for costs of dismantling the old product, processing a new product, installing a new product, or similar costs. **OTHER THAN AS EXPRESSED IN THESE TERMS, ALTATERRA SHALL NOT BE LIABLE FOR ANY LOSS, COSTS, EXPENSES INCURRED DIRECTLY OR INDIRECTLY BY THE END-USER AND SHALL NOT OTHERWISE BE LIABLE TO PAY DAMAGES OR COMPENSATION. ALTATERRA DOES NOT ASSUME LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGE AND LOSS, OR PRODUCT LIABILITY OTHER THAN WHAT MAY FOLLOW FROM MANDATORY LAW.** Altaterra does not exclude or limit its liability in negligence for death or personal injury, or for fraud or wilful default, or otherwise insofar as any exclusion or limitation of its liability is void, prohibited or unenforceable by law. The providing of replacement products or components or repair shall not extend the original guarantee period.

### **IV. Written Complaint**

To invoke this guarantee, the end-user shall lodge a written complaint within the guarantee period<sup>(5)</sup> with the dealer from whom the product was purchased or - if this is not possible - with Altaterra within one month after the end-user discovered or ought to have discovered the defect.

## **V. Non-coverage**

This guarantee does not cover: Any discolouration of non-visible parts, change of colour and fading caused by the sun/condensation/acid rain/salty splashes or any other conditions with corroding or material changing effect, any discolouration or deterioration in the wood due to failure to sand and re-varnish the wood at least every two years, knots in the wood, natural variations in the colour of the wood as well as aluminium and steel and slight imperfections - including colour variations in the pane - that do not materially decrease the view or any other similar conditions, irrespective of whether these may be designated as defects. Furthermore, the guarantee does not cover any defects or damage as a direct or indirect result of: a) faulty installation, i.e. installation made contrary to the installation instructions or (in the absence of such instructions) contrary to good craftsmanship, b) installation outside the recommended installation areas, c) faulty operation or misuse, d) neglect of maintenance as described in the directions for use or (in the absence of such directions) neglect of usual maintenance, e) use of incompatible spare parts or accessories (e.g. power supply), f) transportation or any other form of handling, g) product modifications, h) force majeure i) other defects or damage that are not due to material, production or structural faults, whereas the preceding enumeration is not exhaustive.

## **VI. Miscellaneous**

In addition to this guarantee the applicable mandatory rules of law apply. This may have the effect that on some points the end-user's rights might be better than those indicated in the present guarantee. The guarantee does not limit the rights that the end-user may have towards any dealer from whom the end-user purchased the product.

This guarantee shall be construed and governed by Hungarian law.

## **VII. Notes - Supplementary Explanations**

Note 1.

"End-user" means the natural or legal person who owns the product and has not acquired it with a view to reselling or installing it in the course of a business.

Note 2.

"First end-user" means the end-user, who first acquires the product from Altaterra, a dealer or any other natural or legal person reselling or installing the product in the course of a business.

Note 3.

The guarantee may be invoked in case of a defect according to the scientific and technical knowledge at the time of the beginning of the guarantee period. The cause of the defect has to be present at the same time.

Note 4.

Any deviations between the standards valid at the purchase time (including for instance standards that form the basis of the CE-marking) and the (lawful) appearance of the product according to the relevant standards valid at the time of production are not included in defects or faults covered by the guarantee.

Note 5.

It rests with the end-user to document that the guarantee period is not expired.