

# VELUX GUARANTEE

## 1. Coverage of the guarantee

VELUX Company Ltd, Scotland (hereinafter “VELUX”) provides the end-user<sup>1)</sup> with a guarantee as follows:

The VELUX guarantee covers	Guarantee period
<b><u>VELUX Roof Windows and installation products</u></b>	
VELUX Roof Windows including glazing VELUX flashings VELUX installation products in the form of VELUX linings, VELUX frame insulation collar, VELUX under felt collar, VELUX vapour barrier collar, VELUX frame extension and VELUX support rafter	10 years
VELUX Flat Roof Windows	10 years
<b><u>VELUX Sun tunnels</u></b>	
VELUX Sun Tunnels	10 years
<b><u>VELUX decoration and sun screening products</u></b>	
<b>Interior</b>	
VELUX blinds, VELUX insect screens	3 years
<b>Exterior</b>	
VELUX shutters and motorized VELUX awning blinds	3 years
Manually operated VELUX awning blinds	3 years
<b><u>VELUX products for operation of VELUX decoration and sun screening products</u></b>	
VELUX products for manual operation (e.g. rods)	3 years
<b><u>VELUX motors</u></b>	
VELUX motors (electrical or solar-powered) for operating windows (including motors pre-installed by VELUX in VELUX Roof Windows and VELUX Flat Roof Windows and for operating VELUX decoration and sun screening products (apart from motors for operating VELUX shutters and VELUX awning blinds)  Other VELUX products used for electrical or solar-powered operation (control panels, control units, sensors, etc.), including components pre-installed by VELUX in VELUX Roof Windows and VELUX Flat Roof Windows	3 years
VELUX motors for VELUX shutters and electrically operated VELUX awning blinds	3 years
Electrical motors and supplementing electrical products used for smoke ventilation, including electrical VELUX components for smoke ventilation pre-installed by VELUX in VELUX Roof Windows and VELUX Flat Roof Windows	3 years
<b><u>VELUX Solar Energy Products</u></b>	
VELUX solar collectors and VELUX flex tubes VELUX water tanks' enamelling and rust-proofness VELUX pump units, expansion tanks and any other components or accessories of VELUX solar energy systems, inclusive of components and accessories of VELUX water tanks	10 years 5 years 2 years

<b><u>VELUX Modular Skylights</u></b>	
VELUX Modular Skylights including glazing and flashings	10 years
VELUX sun screening products for VELUX Modular Skylights	3 years
VELUX motors for window control and sun screening for VELUX Modular Skylights, including motors pre-installed by VELUX in VELUX Modular Skylights VELUX products for electrical operation, including electrical components pre-installed by VELUX in VELUX Modular Skylights	3 years

The guarantee shall apply to the aforementioned products located in Great Britain (main land and islands) that have been delivered to the first end-user<sup>2)</sup> after 1 February 2013.

**The end-user's rights under applicable mandatory legislation governing the sale of consumer goods are not affected by this guarantee.**

## **2. Commencement of the guarantee**

The guarantee period shall run from the time when the brand new product is delivered<sup>3)</sup> to the first end-user. However, the guarantee period for VELUX water tanks shall run from the date of manufacturing.

## **3. Extent of the guarantee**

The guarantee shall cover defects<sup>4)</sup> due to defects in material or production or to structural faults<sup>5)</sup>.

Coverage pursuant to the guarantee is provided on condition that the end-user proves that any defects, faults or damage do not result directly or indirectly from 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 of recommended installation areas, c) faulty operation or misuse, d) use of incompatible spare parts or accessories (e.g. power supply), e) transportation, installation or any other form of handling, f) product modifications or g) other defects, faults or damage that are not due to defects in material or production or to structural faults, the preceding enumeration not being exhaustive.

Moreover, coverage pursuant to the guarantee is provided on condition that the end-user proves that any defects, faults or damage do not result directly or indirectly from neglect of complying with legal requirements for regular testing and servicing, neglect of maintenance as described in the user/maintenance instructions or directions for use – or that any defects, faults or damage could not have been prevented through maintenance as described in the user/maintenance instructions or directions for use, which may be obtained from VELUX or may be downloaded from [www.VELUX.com](http://www.VELUX.com) or [www.VELUX.co.uk](http://www.VELUX.co.uk). The guarantee for VELUX water tanks is subject to the protective anode having been tested regularly by the end-user.

## **4. Written complaint**

To invoke this guarantee the end-user shall lodge a written complaint within the guarantee period<sup>6)</sup> with VELUX or with the dealer from whom the product was purchased and within two months after the end-user discovered or ought to have discovered the defect.

At its sole discretion VELUX's obligations under the guarantee shall be to determine whether to repair the product, to make a replacement delivery or to reimburse the end-user for the purchase price.

## **5. Repairs under the guarantee**

Unless otherwise decided by VELUX, the end-user shall be responsible for repairing the product. The guarantee covers delivery free of charge of any spare parts/materials necessary for the end-user's repair of the defect<sup>7)</sup>.

If repairs cannot be done without considerable inconvenience to the end-user, VELUX will, at its discretion, defray the reasonable costs for installation of spare parts/materials, labour costs related to the repairs and costs

for the installer's transportation or dispatch of the product, as well as any required covering with a tarpaulin, provided any such measures have been agreed with VELUX. The end-user shall make the product accessible for repair according to instructions given by VELUX, provide tools if required and defray any costs related thereto.

## **6. Replacement under the guarantee**

Replacement products shall be delivered free of charge by replacing the old product with a new VELUX product<sup>8)</sup> of the same kind, type and quality. If, at the time when the complaint is made, the product is no longer in production or is not made in exactly the same version (form, colour, covering, finish etc.), VELUX shall be entitled to replace it with a similar VELUX product.

The end-user is obliged to collect the new product from the nearest VELUX dealer unless otherwise agreed.

Transportation/dispatch to and from VELUX and/or the dealer, any dismantling and re-installation of the product and any covering with a tarpaulin or other special measures shall be agreed with VELUX prior to implementation, and in case of such agreement VELUX shall defray the costs.

## **7. Reimbursement of the purchase price under the guarantee**

Subject to prior agreement with VELUX, the end-user shall return the product and VELUX reimburses the purchase price paid by the end-user.

## **8. Exclusions**

This guarantee does not cover:

- Discoloration of parts that are not visible by general use;
- Any change of colour and fading irrespective of these being caused by sun/condensation/acid rain/salty splashes or any other conditions with corroding or material changing effect;
- Any other cosmetic conditions, such as for instance hanging fabric or Venetian blind slats, changes in the sealant of the pane or condensation on the pane of solar collectors;
- Knots in the wood;
- Inevitable and/or expected reduction of the efficiency of the product, including technical values/specifications as well as general efficiency tolerances;
- Variations that occur naturally in the materials used;
- Malfunction, reduced or restricted function or water leakage resulting from blocking or the like due to ice, snow, twigs, etc.;
- Imperfections including colour variations, shadows or marks etc. in the glass, which were present at the time of delivery or have arisen within the guarantee period, and which do not impair the view appreciably;
- Any other similar conditions, irrespective of these being characterised as defects.

Moreover, the guarantee does not cover changed vapour diffusion resistance or thermal conductivity with respect to VELUX installation products.

This guarantee shall apply to no other products than those referred to under "Coverage of the guarantee". As for accessories, including pre-installed accessories, the producer's guarantee, if any, shall apply. The special terms set out in this guarantee, including the part on guarantee period, cf. "Coverage of the guarantee", shall apply to other VELUX products irrespective of such goods being pre-installed.

VELUX will have no liability under this guarantee for any loss of profit, loss of business, business interruption, or loss of business opportunity or for any consequential losses or product liability matters. Subject to which VELUX does not intend to exclude or limit in any way liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation or any breach of the obligations implied under the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982 or losses for which it is prohibited by the Consumer Protection Act 1987 to limit liability.

VELUX does not assume liability for losses caused directly or indirectly by incidents beyond VELUX's control, including but not limited to industrial disputes, fire, war, terrorism, import restrictions, political unrest, unusual natural occurrences, vandalism or other force majeure.

VELUX does not assume liability for third party products irrespective of these being sold or displayed together with the products referred to under "Coverage of the guarantee".

This guarantee may be invoked only on condition that the product has been paid for in full in accordance with the payment terms agreed for the product.

#### **9. Repairs in case of non-coverage of the guarantee**

If the end-user's claim is not covered by this guarantee, the end-user shall defray the costs of transporting the product to and from the repair shop or the installer's travelling expenses to and from the end-user. In addition, the end-user shall pay any costs, including labour costs, incurred by the installer for his examination of the product, as well as any costs in connection with dismantling and re-installing the product and covering it with a tarpaulin etc. If, after having been informed about the non-coverage of the guarantee and about the price estimate for repairs outside the guarantee, the end-user wants to have the repairs done, the end-user shall additionally pay for any spare parts used and for the labour costs incurred.

#### **10. Notes - Supplementary explanations for the above provisions**

Note 1:

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

Note 2:

"First end-user" means the end-user, cf. note 1, who first acquires the product from a VELUX sales company, from a dealer or from any other natural or legal person who resells or installs the product in the course of business.

Note 3:

If the end-user is unable to document the time of delivery, VELUX reserves the right to determine the commencement of the guarantee on the basis of documentation rendering the production date probable.

Note 4:

The guarantee may be invoked if, based on technical knowledge at the time of production, a defect has been established. Moreover, the cause of the defect shall have been present at this point in time.

Note 5:

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

Any electromagnetic emission or other emission (or the like) of the product – irrespective of this being able to have any influence on other objects – shall not be included in defects or faults, provided the (lawful) appearance of the product complies with the emission standards valid at the time of production. Finally, any sensitivity of the product to exterior radiation shall not be included in defects or faults, provided the product complies with the relevant mandatory standards valid at the time of production.

Note 6:

The end-user shall be responsible for documenting that the guarantee period has not expired.

Note 7:

Where VELUX spare parts are delivered for the products covered by the guarantee, as of the date of delivery VELUX offers a new guarantee period (equivalent to the guarantee period as indicated for the product/

accessories in question under "*Coverage of the guarantee*"), against defects in the spare parts on the same basis as applies to a new product under this guarantee.

If repairs are undertaken by VELUX under this guarantee, the remaining guarantee period for the product shall be extended by the period of time that has elapsed since the relevant claim was made until the repairs have been completed.

Note 8:

A new guarantee period (equivalent to a new guarantee period as indicated for the product/accessories in question under "*Coverage of the guarantee*") commencing from the date of the replacement delivery shall apply to the replacement product on the same terms as apply to a new product under this guarantee.

VELUX Company Ltd.

Woodside Way

Glenrothes East

Fife KY7 4ND

SCOTLAND

tlf.: 01592 778 225