

VELUX GUARANTEE

1. Products covered under the guarantee

VELUX provides the end-user¹⁾ with a guarantee as follows:

	The guarantee covers the following new products	Guarantee period
	VELUX roof windows including glazing VELUX flashings VELUX installation products in the form of VELUX linings, VELUX frame insulation collar, VELUX underfelt collar, VELUX vapour barrier collar, VELUX frame extension and VELUX support rafter	10 years
	VELUX Sun Tunnels	10 years
	VELUX sunscreening products (apart from roller shutters and electrically operated awning blinds) VELUX products for manual operation	3 years
	VELUX sunscreening products in the form of VELUX roller shutters and VELUX electrically operated awning blinds	3 years
	VELUX motors for window control and sunscreening (apart from motors for roller shutters and electrically operated awning blinds), including motors pre-installed in VELUX roof windows VELUX products for electrical operation, including electrical components installed in VELUX roof windows	3 years
	VELUX motors for VELUX roller shutters and VELUX electrically operated awning blinds	3 years
	VELUX solar collectors, VELUX solar tanks	10 years
	VELUX flex tubes for solar collectors and tanks	3 years

The guarantee shall apply to the aforementioned products located in Great Britain (mainland and islands) that have been delivered to the first end-user²⁾ after 1 December 2006.

The end-user's statutory rights under applicable 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 new product is delivered³⁾ to the first end-user.

3. Extent of the guarantee

The guarantee shall cover defects⁴⁾ in the products arising from defects in material or production or to structural faults⁵⁾.

Coverage pursuant to the guarantee is provided on condition that the end-user proves that any defects or faults 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 recommended installation areas, c) incorrect 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 factors not due to defects in material or production or to structural faults.

Moreover, coverage pursuant to the guarantee is provided on condition that the end-user proves that any defects in the Products do not result directly or indirectly from neglect of

maintenance as described in the user/maintenance instructions – or that any such defects could not have been prevented through maintenance as described in the user/maintenance instructions, which may be obtained on application to VELUX or are available on www.VELUX.com or www.VELUX.uk.

4. Claims procedure

To invoke this guarantee the end-user shall register a claim within the guarantee period⁶⁾ 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 shall determine whether to repair the product, to make a replacement delivery or to reimburse the end-user for the purchase price in accordance with the following provisions.

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 defect⁷⁾.

If repairs cannot be done without considerable inconvenience to the end-user, VELUX shall also pay any 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 costs have been agreed with VELUX before they are incurred. The end-user shall make the product accessible for repair according to instructions given by VELUX, provide tools if required and pay any costs related thereto.

6. Replacement under the guarantee

A replacement shall be made free of charge by replacing the old product with a new product⁸⁾ 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 product.

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

Provided that such costs have been agreed by VELUX before they are incurred, VELUX will pay all costs relating to the transportation/dispatch of the replacement product to and from VELUX and/or the dealer, the dismantling and re-installation of the product and any covering with a tarpaulin or other special measures.

7. Reimbursement of the purchase price

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

8. Non-coverage

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 or restricted function, e.g. 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 characterized as defects.

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

This guarantee shall not apply to any products other than those referred to under "Products covered under the guarantee". As for accessories including pre-installed accessories, the producer's guarantee, if any, shall apply. Where a product includes a number of integrated or preinstalled components which are themselves covered separately under this guarantee, then the duration of the guarantee for those integrated or preinstalled components will be the period stated in the section headed "products covered under the guarantee".

Except as specifically stated in this guarantee VELUX does not accept any liability whatsoever to the end user for any loss or damage incurred by the end user arising from any defect or fault in any product covered under this guarantee irrespective of the cause of the defect. This exclusion of liability does not affect any rights which the end user may have under applicable statutory law.

VELUX does not accept liability for any loss or damage incurred by the end user arising directly or indirectly from incidents beyond VELUX's reasonable 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 accept liability for third party products irrespective of these being sold or displayed together with the products referred to in this guarantee".

This guarantee may be invoked only on condition that the product has been paid for 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 should not be covered by this guarantee, the end-user shall pay 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 owns 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 VELUX, 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 a product is repaired under this guarantee, then the repaired product will continue to be covered under this guarantee for the original guarantee period. No new guarantee will apply to that repaired product or any spare parts/materials which are used in the repair.

Note 8:

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

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