

# DOVISTA UK Limited

## Warranty Terms

1. Subject to the terms of this Warranty including the exclusions, limitations, special conditions and additional provisions set out below, DOVISTA UK warrants to the Beneficiary that if, within a period of:

- (a) Twelve (12) years for “aluminium sash timber frame” (VELFAC 200) windows or;
- (b) Ten (10) years for “aluminium-clad sash timber frame” (Rationel AURAPLUS, Rationel FORMAPLUS, VELFAC Ribo and VELFAC In) windows or;
- (c) Five (5) years for “timber” (Rationel AURA and Rationel FORMA) windows, and all doors (entrance, patio, sliding, bi-folding and casement) or;
- (d) Two (2) years for electrical components and accessories such as door handles, door cylinders, restrictors (including Dorma) and cills; starting from the date of delivery (being the date on which DOVISTA UK delivered the relevant product to DOVISTA UK’s customer) the Beneficiary notifies DOVISTA UK in accordance with clause 7 in writing with reasonable details of any fault arising from the original design or manufacture of the product then, subject to having been given an opportunity to inspect the product and having been provided by the Beneficiary with such further information relating to the fault as required, DOVISTA UK will at its total discretion, but without charge to the Beneficiary, either:
  - (a) repair the fault or;
  - (b) supply a replacement spare part or a total replacement product.

### Special Conditions Glass Units/Panes

2. The following special conditions apply to a claim under this Warranty in regard to DOVISTA UK double or triple glazed units:

- (a) The glass panes must have been fitted in a DOVISTA UK factory or by a DOVISTA UK Approved Installer or Service Engineer.
- (b) The glass panes in the spacer track must have been stamped with the date of production (year/month).
- (c) A fault in a glass pane will not be covered where the glass pane has been damaged by external conditions, e.g. knocks or blows, or by movements in adjoining buildings, damage by frost, thermal effect or any chemical damage to the glass.
- (d) The glass pane will not be covered where it has been exposed to any processing after delivery, e.g. grinding, sand blasting, etching, painting, sticking on, or any other surface treatment.
- (e) The drain path on the window system must not have been blocked.
- (f) This Warranty does not apply to exterior condensation appearing outside the cavity (whether indoor or outdoor) of DOVISTA UK double or triple glazed units.

This Warranty only covers that DOVISTA UK double or triple glazed units shall remain free of particles of dust or of humidity in the unit cavity for ten (10) years in the case of windows, patio doors, sliding doors and casement doors and five (5) years in the case of flush and glazed entrance doors.

### Exclusions

3. DOVISTA UK will not be responsible under this Warranty for;
- (a) the costs of, dismantling, installation, workmanship, labour, making good, plant, equipment, or access including but not limited to, any costs of lifts, or scaffolding required for any product or spare part replacement.
  - (b) any fault in a DOVISTA UK product arising from the addition of any non-approved third-party products.
  - (c) any fault that is due to incorrect or negligent storage, transportation, fitting, installation, design and construction of the works into which the product is installed, lack of and/or inadequate maintenance or incorrect or negligent operation whether by the Beneficiary or any third party.

### Limitations

4. Nothing in this Warranty shall affect the Beneficiary’s statutory rights where the Beneficiary is a consumer as defined by the Consumer Rights Act 2015.
5. The liabilities of DOVISTA UK under this Warranty are limited to the

rights set out in this Warranty and are the sole remedies offered in relation to the products covered by the Warranty and all other warranties, conditions and terms implied by statute and common law (save for any that may be implied by law) are excluded to the fullest extent permitted by law.

6. DOVISTA UK’s liability is limited as set out in this Warranty and in any event the cost to DOVISTA UK of the remedy provided shall not exceed the replacement value of the defective product which itself will not exceed the price paid for the individual Product with respect to which the claim is made.

7. Any claim under this Warranty must be made in writing to DOVISTA UK within seven (7) days after the fault has been discovered by the Beneficiary, or ought reasonably to have been discovered and in any event a claim must be made within the time periods identified in clause 1.

8. No claim may be made under this Warranty after the expiry of the time periods specified in clause 1.

9. In no circumstances shall DOVISTA UK be liable, in contract, tort, negligence or otherwise, for any incidental or consequential loss or for any special, exemplary, liquidated or other damages or penalties of whatever nature or other financial loss whatsoever arising out of or in connection with the products including the use or resale (if applicable) of any products.

10. DOVISTA UK will not be liable for any loss of profit, loss of business, loss of revenue, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, depletion of goodwill or any costs, expenses (including legal expenses) or for any indirect or consequential loss or damage whatsoever (howsoever caused) arising in relation to a product or a fault.

11. In respect of any limitation of liability, DOVISTA UK 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.

### Additional Provisions

12. DOVISTA UK warrant the performance of the factory applied powder coating or anodising to aluminum profiles and water-based lacquer or paint applied to timber sections only subject to evidence of compliance with the DOVISTA UK product maintenance and operation guidance referred to in clause 13.

13. Liability under this Warranty is conditional upon evidence of compliance with the guidance notes contained within the DOVISTA UK product Operation and Maintenance Manuals and/or User Guide. If the Beneficiary is not in possession of such manuals or guides, then these can be ordered from DOVISTA UK or downloaded from DOVISTA UK’s website.

14. When a claim is made under the Warranty, DOVISTA UK reserves the right to charge a fee of £350 plus VAT to the Beneficiary. This fee is however refundable should DOVISTA UK consider the claim to be covered by this Warranty.

### General

15. The Beneficiary shall be entitled to assign or transfer this Warranty or its respective rights under this Warranty provided that the Beneficiary shall not be entitled to assign or transfer on more than two occasions.

16. The parties agree that this Warranty shall not confer, and shall not purport to confer, on any third party any right to enforce any term of this Warranty for the purposes of the Contracts (Rights of Third Parties) Act 1999.

17. This Warranty only covers products which are situated in England, Scotland, Wales, Channel Islands, Northern Ireland or the Republic of Ireland at the time of a claim under this Warranty.

18. This Warranty is subject to English law and the non-exclusive jurisdiction of the English Courts.