

WARRANTY CONDITIONS OF VIKING WINDOW AS

1. Definitions

1.1. These warranty conditions („**Warranty Conditions**“) apply to all contracts of sale, including oral agreements, made in the form of offer and acceptance („**Contract**“) between Viking Window AS („**Seller**“) and legal and/or private persons, including consumers („**Buyer**“) for the purchase of the Products manufactured by the Seller, if it is agreed upon in the Contract that Warranty is given to the Products. Warranty Conditions shall form an integral part of the Contract. The provider of the guarantee is Viking Window AS, registry code 10179359, address: Mäo, Paide parish, Järvamaa 72751, the Republic of Estonia.

1.2. The definitions used in the Warranty Conditions have the same meaning as in the Contract and as in the General Terms of the Contract of Sale of Viking Window AS.

2. Grant of the Warranty and exclusions of the Warranty

2.1. Unless a different term is provided in the Warranty Conditions, the Seller shall provide to the parts of the Products mentioned in clause 2.4, a guarantee with a term of five (5) years, covering the defects of the Products caused by manufacturing, material and/or design defects that become obvious during the warranty period in the course of usual prudent use of the Products. The Warranty covers only the defects mentioned in the Warranty Conditions.

2.2. The Warranty shall become effective as from the moment the Products are delivered/are considered delivered to the Buyer, unless the Contract or the Warranty Conditions provide otherwise.

2.3. The Warranty given by the Seller is valid only if the Products are purchased from the Seller. The rights accruing from the Warranty can only be used by the Buyer who has concluded the Contract with the Seller and the Warranty cannot be transferred.

2.4. The Warranty shall be effective and the rights accruing from the Warranty can be used on the territory of the Republic of Estonia and it covers the durability of wood used in the Products and the shape stability of the Products, impermeability of insulated glazing unit, functionality of the Products (hardware) and the durability of the finishing layer. The Warranty for material covers, depending on the Products, components of the Product made of wood, metal, non-metal material, and/or glass.

2.5. The Warranty shall be valid if the Buyer has fully paid to the Seller for the Products. Upon payment of the Contract value, the Fines for delay, the Contractual penalties and the compensation for damages by the Buyer, the Warranty shall take effect retrospectively from the date specified in clause 2.2 of the Warranty Conditions.

2.6. Upon occurrence of the warranty situation stipulated in the Warranty Conditions, the Buyer shall have the right to demand from the Seller repair of the Products free of charge, or if it is impossible or inexpedient, then replacing of the defective part(s). The Seller shall have the right at any time to replace the defective Products/parts of Products with new ones, by performing all the works necessary for that at its own cost. The Buyer shall be obliged to allow the Seller to do that, and to give to the Seller the ownership of the Products or parts of the Products being replaced.

2.7. The Warranty only covers repair or replacement of defective Products or their parts. The Seller is under no circumstances liable for repair or compensation of damages (incl. for costs and/or damages occurred/caused either directly or indirectly to the third party), related to the repair or replacement of the defective Products/parts of the Products. The Warranty shall not cover the costs of additional operations indirectly related to the repair of the Products, including the costs of works, labour force, cranes, scaffolding, lifting devices or other auxiliary tools, transportation, follow-up works (plastering, etc.), assembly of supporting equipment and other costs that are not directly the repair of the Products performed under the Warranty.

2.8. The initial Warranty period shall be continued concerning the Products/parts of the Products replaced under the Warranty and the initial Warranty period shall also not lengthen by the period of repair of the Product /part of the Product (incl. when the Buyer is a Consumer). In the event of Consumer sale the Warranty period shall be suspended for the time period during which the Buyer who is a Consumer cannot use the Products due to their non-compliance with the Contract for which the Seller is liable.

2.9. The Warranty shall be applicable, if:

2.9.1. The Products do not exceed the measure limits established for this type of Products by the plant of the Seller;

2.9.2. The Products have been delivered to the place agreed upon in the Contract, in a package prepared by the Seller;

2.9.3. The Products have been installed in a competent manner in accordance with the Installation Manual of the Seller and in accordance with good building practice without the Products/any parts of the Products being damaged in any manner;

2.9.4. The provisions of the User and Maintenance Manual and the Installation Manual of the Seller have been duly complied with upon possessing, using and storing the Products;

2.9.5. The maintenance works (incl. cleaning) of the Products have been performed regularly in accordance with User and Maintenance Manual of the Seller and documented in the way that would allow inspection by the Seller;

2.9.6. The repairs of the Products have been performed operatively in accordance with the instructional documents of the Seller, by avoiding the increase of the extent of the defect;

2.9.7. In case of inward opening doors and folding doors the Buyer has consulted with the Seller with regard to every particular object to assess their suitability to the respective object/building and weather conditions in the given location.

2.10. The Warranty shall not be valid especially, but not only, in the following cases:

2.10.1. Any of the conditions stipulated in clause 2.9 of the Warranty Conditions is not fulfilled;

2.10.2. The Products have not been used according to their intended purpose and/or prudently;

2.10.3. The Products/parts of the Products are damaged or broken due to mechanical damage after the delivery to the Buyer at transportation, installation or use;

2.10.4. The Products/parts of the Products have been processed or changed in any way by the Buyer and/or third party after the delivery;

2.10.5. The Products/parts of the Products have been clearly deliberately damaged (either intentionally or due to serious negligence);

2.10.6. Damage to the Products has been caused by any external impacts and/or third parties (such as stroke, pressure, contusion, shifting of supporting structures, including during the sinking of a building, unusual indoor climate in the building, deformation, vibration, thieves, birds, animals, weather conditions, including excessive moisture, etc.) or by a situation or event caused by force majeure;

2.10.7. The properties or appearance of the Products have changed due to unusual (including those forbidden in the instructional documents of the Products) indoor climate in the building, weather or other influence arising from natural circumstances;

2.10.8. The defects manifesting on the Products/parts of the Products are due normal wear and tear;

2.10.9. For insulating glass units located in severe weather other conditions that have an influence on the status of glazing unit (excessive cold, dryness, moisture, vibration, UV reflection, chemical vapours etc.);

2.10.10. For units with bar strip and glazing bar design of specific form (i.e. form different from rectangle) fire stop glass;

2.10.11. The Buyer has delayed in notifying the Seller of the defect(s) of the Products, and such delay has resulted in the occurrence of more extensive defects of the Products and the costs for compensation thereof are unreasonable compared to the costs which would have incurred in the case of a timely notification;

2.10.12. If the Buyer has not fully paid to the Seller for the Products (clause 2.5 of the Warranty Conditions).

2.11. In addition to the Warranty conditions and exclusions provided for above, the following conditions and exclusions apply to the following special parts of the Products:

2.11.1. **The wood preservation warranty** shall cover the damages to the wooden parts of the Products (rot, resin flow, shape stability influencing the normal exploitation of the Products).

2.11.2. **Conditions of Warranty of the air-tightness of the insulating glass unit:**

- covers only the occurrence of condensation and dust between the glasses during the validity of the Warranty;

- the insulating glass unit must be manufactured according to the standard EN 1279 "Glass in building: Insulating glass unit".

- the minimum measures of the insulating glass unit shall be at least 150 x 220 mm;

- the difference of the side lengths of the insulating glass unit shall not exceed 1:6;

- float glass shall be used in the insulating glass unit;

- in manufacturing the insulating glass unit, no patterned glass (according to the standard EN 572-5) or the wired glass (according to standard EN 572-3) has been used;

- the Warranty shall be valid for the insulating glass units located lower than 900 m from the sea level;

- the glasses in the composition of the insulating glass unit must be without cracks and any other defects and damages;

- the Warranty shall not cover the circular insulating glass units.

2.11.3. The Warranty periods for the insulating glass unit are as follows:

- in buildings (except insulating glass units assembled in pitched roofs/pitched facades) – 5 years;

- in pitched roofs/pitched facades – 2 years;

- in cold unheated buildings – 2 years;

- structural glass (silicone putty is used) – 2 years;

- units with decorative strips, bars – 5 years;

- special form units with bowed edges and at least one straight side – 2 years;

- units with fire stop glass (except special form units, i.e. with a form different from rectangle) – 5 years.

2.11.4. Warranty statement for the parts of metal and non-metal material of the hardware:

- valid for the Products with dimensions within the limits established by the plant of the Seller;
- valid only for the functional properties of the hardware (opening and closing of the frame according to the User and Maintenance Manual of the Seller, wind and water tightness in normal and standard environmental conditions);
- not valid for surface coating of the hardware;
- valid only for the hardware installed to the Products by the Seller.

2.11.5. Warranty statement of finishing:

- the Products must be finished by the Seller;
- changing of the Products due to weather (fading of the colour) or any other influence (e.g. indoor climate) shall not be deemed a finishing defect;
- appearance of repair knotting and finger joint glue line figuration, outlines of exposed knots, grain structure, connection points of aluminium surfaces, etc. from under the coat of paint of the Products due to changes in the moisture and/or temperature mode shall not be deemed a finishing defect until the finish coat is not damaged (cracked, got loose etc.);

2.11.6. The warranty period for finishing is as follows:

- in the case of non-transparent finishing (painting materials) – 5 years;
- the Warranty for durability of finishing of aluminium coating - 5 years (applies only if the Products are not located closer than 1500 meters from the sea/coast);
- in the case of transparent finishing (stain, varnish) – 2 years;
- for laminated boards in the case of transparent finishing – 2 years;
- in the case of different surface finishing (different finishing of inside surface and outside surface), the duration of the Warranty is determined based on the outside surface finishing.

3. Submitting a claim under the Warranty and elimination of the defect under the Warranty

3.1. Upon occurrence of a defect in the Products during the Warranty period, the Buyer must notify the Seller thereof in writing within fourteen (14) days to the e-mail address of the Seller indicated in the Contract, whereas the notification must include at least the following information:

- description of the defect as exact as possible;
- if possible/upon request of the Seller a photo proving the defect of the Products;
- manufacturer of the Products and the time of manufacture;
- name, dimensions and quantity of the Products;
- name and address of the person submitting the notification;
- address and data of the building or other site where the Products were installed.

3.2. In case the information required in clause 3.1 is missing/is deficient, the Seller shall have the right to deem the notification not submitted and not to perform the obligations arising from the Warranty whereas the deadline of notification and the exercise of Buyer's rights arising from the Warranty shall not be suspended. If the Buyer is a Consumer the Seller shall provide an additional deadline that must be at least three (3) calendar days, for aligning the notification to the conditions stipulated in clause 3.1.

3.3. In order to exercise the rights arising from the Warranty the Buyer must submit to the Seller the Contract that proves the purchase of the Products from the Seller or an exact reference to the Contract (indicating the number of the Contract, time of conclusion etc.), that allows the Seller to identify the Contract.

3.4. Upon reception of the notification about the defect of the Products, the Seller shall have the right to send its authorised representative to inspect the Products at a time agreed with the Seller and the Buyer shall be obliged to allow this. The Seller's representative shall check the presence of the defect(s) and find out the cause of its occurrence by drafting the relevant report, if necessary. In case the warranty claim of the Buyer appears to be unjustified, the Buyer shall compensate to the Seller all costs incurred to the Seller in connection with processing of the Buyer's unjustified warranty claim.

3.5. Warranty works shall be performed on working days during a reasonable time agreed upon with the Buyer.

3.6. The Seller does not have to perform the Warranty works by itself, but it may authorise other persons for that and the Seller is obliged to let the persons authorised by the Seller to perform the Warranty works on conditions stipulated in these Warranty Conditions.

4. Other Conditions

4.1. If the Buyer is a Consumer then he/she shall also have other rights arising from the law in addition to the rights given by the Seller on the basis of the Warranty.

4.2. In case any contractual partner of the Seller amends the warranty conditions established for the Seller with regard to the Products and/or their parts, the Seller shall have the right to also unilaterally amend the warranty conditions established for the Products under these Warranty Conditions, by immediately notifying the Buyer thereof. The amendments shall only be effective prospectively.

4.3. Warranty conditions are enforced as from 16.08.2018.