



## TERMS AND CONDITIONS OF WARRANTY

### 1. General terms and conditions of warranty

- 1.1. A two-year warranty applies to the products manufactured and installation services provided by Haapsalu Uksetehase AS, which includes deficiencies arising from manufacturing errors, material defects or structural errors that appear in the course of normal, prudent use of the products. Following of the company's installation and user instructions and good construction practices is the prerequisite for the validity of the warranty.
- 1.2. The exterior doors and windows of Haapsalu Uksetehase AS have been issued declarations of performance and CE markings, and the fire doors have been issued required certificates of conformity, which can all be found at [www.uksetehas.ee](http://www.uksetehas.ee), if necessary.
- 1.3. Visual quality of real wood veneer follows the requirements stated in standardization draft SFS 4434 EHD for grade V (standard). Variations in colour, texture and grain should be considered and taken as proof of the naturalness of the material.
- 1.4. The warranty shall begin as of delivery of the product to the Buyer and include the doors and windows specified in the contract and the components thereof and shall be based on the invoice or receipt confirming the purchase issued by Haapsalu Uksetehas. The defective area shall be repaired or if the repair work fails to make the product fit for use for its intended purpose, the product or a part of the product shall be replaced with a new one within a reasonable period of time.
- 1.5. Any repair works performed during the warranty period shall not extend the initial warranty period. In the event of replacement of the product with a new one, the warranty period of the product shall be calculated as of the date on which the product is delivered.
- 1.6. The Buyer shall notify the Manufacturer or distributor of any deficiencies of the product or installation works appearing during the warranty period in writing within fourteen days from the date on which the defect appears, describing the defect in detail. General photos from indoors and outdoors with surroundings and of the defective area from medium and close range shall also be required.
- 1.7. Haapsalu Uksetehase AS shall be liable for the deficiencies in the products and installation works which appear due to the actions or omissions of Haapsalu Uksetehase AS. Haapsalu Uksetehase AS shall bring non-conforming products or installation works in conformity with the requirements by elimination of the deficiencies



or replacement of the products at the expense of Haapsalu Uksetehase AS.

- 1.8. The warranty shall not apply to defects arising after delivery as a result of storage, transportation, installation or other circumstances differing from the prescribed terms and conditions of use. The warranty shall also not cover the costs of any additional operations indirectly related to repairing of the products and/or works, including expenses on labour, cranes, hoisting equipment and other tools, transportation, further works (plastering, etc.), and other expenses which are not directly related to repairing of a product or work covered by the warranty.
- 1.9. Haapsalu Uksetehase AS shall not be held liable for any expenses and/or damage directly or indirectly arisen for/caused to a third party accompanying repairing or replacement of defective products/product parts and/or works.
- 1.10. The Buyer's claim shall not be satisfied if it is found that the Buyer is at fault for the deficiencies of the product or installation works, including if the Buyer has not been using and maintaining the products expediently. The costs of the repair works not covered by the warranty and transportation costs shall be covered by the Buyer.
- 1.11. In the event of disagreements between Haapsalu Uksetehase AS and the Buyer with regards of deficiencies of the products and performed installation works, an expert assessment shall be ordered, if necessary. The costs of the expert assessment shall be covered by the guilty party.

## **2. The warranty shall apply**

- 2.1. ...if the products do not exceed the maximum dimensions established for products by Haapsalu Uksetehase AS (a corresponding comment is included in the order as well);
- 2.2. To the ability of the product to remain straight and stable if the product is curved lengthwise more than 4 mm per two meters at the time of installation or 5 mm per two meters three months after installation;
- 2.3. To the durability of the finishing. Only applies to the products that are 100% finished by Haapsalu Uksetehase AS;
- 2.4. To the water tightness and weather resistance of the gaskets if the user and maintenance instructions of the windows and doors have been followed;



- 2.5. To the reliability of fittings if the user and maintenance instructions of the windows and doors have been followed. Only applies to the fittings installed by Haapsalu Uksetehase AS;
- 2.6. To the air-tightness of insulated glass units and only to formation of condensed water and dust between the glasses during the validity of the warranty;
- 2.7. To preservation of wood (fungal damage) and resistance of glued joints;
- 2.8. To deficiencies in the installation works performed by Haapsalu Uksetehase AS;
- 2.9. To any defects arising in the course of transportation that are documented at the moment of delivery and receipt of the product, on the condition that transport was ordered from Haapsalu Uksetehase AS.

### **3. The warranty shall not apply to**

- 3.1. Insulated glass units that are:
  - 3.1.1. Thermally broken. Thermal breakage is a physical phenomenon, which may occur when the difference between the temperatures of a glass surface exceeds 40° C. In order to prevent thermal breakage, glass must be hardened or factors increasing the risk of thermal breakage must be prevented (high absorption of thermal energy, e.g. tinted glasses, solar radiation, etc.);
  - 3.1.2. Mechanically damaged, broken;
  - 3.1.3. With defects that are not visually detectable when looked at directly from two meters away in normal light conditions;
  - 3.1.4. Circular or with a higher relation of sides than 6:1 or dimensions below 150x220 mm or over 2700x4000 mm;
  - 3.1.5. Made of mosaic glass (pursuant to EN 572-5) or wired glass (pursuant to EN 572-3);
  - 3.1.6. Installed more than 900 m over sea level.
- 3.2. Natural characteristics of wood, such as:
  - 3.2.1. Differences in the texture of shade of same type of wood;
  - 3.2.2. Changes in the shade of the wood as a result of UV radiation;
  - 3.2.3. Penetration of resin through the finishing layer or changes in the colour of the finishing layer due to accumulates of resin.
- 3.3. Exterior doors that are not protected from direct contact with rainfall by an awning of the width of least 1 meter that reaches at least 0.5 meters over the opening of the door on the sides or the doors are not located in an opening in the wall at the depth of at least 1 meter.

- 3.4. Deformation and other defects of the products caused by:
- 3.4.1. An excessively damp, unheated and unventilated room (the moisture content of the wood rises above 20%) as well as excessive heating or excessively dry room (the moisture content of the wood drops below 8%). Formation of condensate on the internal or external glass does not classify for such claim. Recommended values of the indoor climate parameters are specified in the standard EVS-EN 15251:2007;
- 3.4.2. Water or chemicals (damaged paint, mould, etc.);
- 3.4.3. Impurity of the environment (soot, acid or basic compounds, constructing waste and dust, etc.).
- 3.5. Appearance of the dovetail contour or grain of laminated timber from under the layer of paint if they remain unnoticed at first observation from two metres away and the finishing layer is not damaged (cracked, peeled off, etc.).
- 3.6. Normal wear and tear of the finishing layer, fittings (hinges, locks, handles) and the doorsill. Any need to adjust fittings after installation is not covered by the warranty.
- 3.7. Defects caused by sinking of the structure of the building.
- 3.8. Installation errors if the installation was not performed by Haapsalu Uksetahse AS.
- 3.9. Breaking of the product and unforeseeable circumstances (fire, flooding, vandalism, etc.).
- 3.10. Tearing of the insect net.
- 3.11. Products which have been, after delivery:
- 3.11.1. Processed in any way (cut, drilled, milled, etc.);
- 3.11.2. Coated with an unsuitable finishing material;
- 3.11.3. Damaged deliberately or as a result of grave negligence.
- 3.12. Products with unsuitable equipment attached after receipt.
- 3.13. Any damage caused in transport if the transport is not organised by Haapsalu Uksetehase AS.
- 3.14. Products and works for which the Buyer as not paid 100%.



The sales warranty shall not exclude or restrict the Buyer's right to use any legal remedies arising from the law or the contract.

Yours sincerely, Haapsalu Uksetehase AS

Valid as of 01.09.2016