

VELFAC Ireland Ltd.

## Warranty and liability

**for windows and doors sold 2012 – May 2020**

Subject to payment in full for the Products, and to the qualifications set out below, VELFAC warrants that the Products will correspond with the confirmation of delivery and will be free from defects in materials and workmanship for a period of; 12 years in the case of windows, 5 years in the case of external doors and 1 year in the case of electrical components, from the date of delivery PROVIDED;

(a) the Products have been installed, transported, maintained and used in accordance with any instructions, recommendations or specifications of VELFAC whether oral or in writing or best industry practice;

(b) the defect was notified to VELFAC in writing within 8 days of the date of delivery or, (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure;

(c) the defect was not caused by fair wear and tear, neglect, misuse or improper adjustment;

(d) the defect Products does not result from compliance with any drawings or specification supplied to VELFAC by the Buyer; and

(e) the Buyer has allowed VELFAC reasonable opportunity to inspect the Products and such inspection confirms that the Products are defective.

Should VELFAC be responsible for a defect, VELFAC will at its option either refund an appropriate part of the purchase price, repair the Products or provide replacement Products (or spare parts) free of charge.

Where replacement Products (or spare parts) are provided by VELFAC, the Buyer shall pay all associated costs of removing defective Products, and reinstating replacement Products, which costs are not covered by this warranty.

Further,

(a) the glass panes must have been fitted in the VELFAC factory or by a VELFAC 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) the glass panes must not have been damaged by external conditions, i.e. knocks or blows, or by movements of adjoining buildings;

(d) the glass panes must not have been damaged by frost damage, thermal effect or any chemical damage to the glass;

(e) the glass panes must not have been exposed to any processing after delivery, i.e. grinding, sand blasting, etching, painting, sticking on, or any other surface treatment;

(f) the drain path on the window system must not have been blocked, (g) panes with “added/built in features” i.e. lead glass windows, alarm systems, blinds etc, are covered by a 5-year guarantee.

Except for the above warranties, all other warranties, conditions and other terms, whether express or implied by statute, under common law or otherwise in relation to the Products and this Contract (apart from terms implied as to title under The Sale of Products Act 1979 or terms implied under The Consumer Protection Act 1987) are expressly excluded. This exclusion includes, but is not limited to, an exclusion of any condition or warranty of fitness for particular purpose, satisfactory quality, usefulness or timeliness.

VELFAC shall be under no liability to the Buyer for loss of profit, loss of business, depletion of goodwill or any costs, expenses (including legal expenses) or other claims for indirect or consequential compensation whatsoever (howsoever caused) resulting from defective material, faulty workmanship or otherwise and whether caused or not by the negligence of VELFAC, its employees or agents Provided always that VELFAC accepts liability for fraudulent misrepresentation or death or personal injury caused by its negligence.

In no circumstances shall VELFAC's liability to the Buyer for any breach of the Contract exceed the price paid for the Products with respect to which the claim is made, such higher sum as may be paid to VELFAC under the terms of any available insurance policy.