

GUARANTEE TERMS OS09

In order for the guarantee to be valid, conditions A–C must be satisfied:

A) In connection with a guarantee claim, the Vendor is to be contacted for an assessment of the claim in relation to the guarantee. The Vendor must confirm that the nature of the fault is such that it is covered by the guarantee.

Any interference with or measure involving the window which does not go through Svalson's claims department will invalidate the guarantee and is entirely the responsibility of the person who carries out or orders the work.

B) In connection with a guarantee claim, the serial number of the window is to be given.

C) In the event of replacement of parts, the parts replaced are to be returned without fail to the Vendor. They must be returned within fourteen days from the date of delivery of a part by the Vendor, unless otherwise agreed. Failing this, the customer forfeits his right to compensation under the guarantee.

The guarantee does not cover:

Faults arising from defective assembly (installation) of the window.

Removal of the lining, e.g. strips, in order to gain access to the window, and replacement of the lining on completion of work.

Other guarantee provisions:

1. In accordance with the provisions of items 2–13, the Vendor is obliged to rectify by means of replacement or repair all faults in the product that are due to shortcomings of design, materials or manufacture.

2. The Vendor's liability relates only to faults which become apparent **within two years** of the date of delivery of the product. Should the product be used more intensively than agreed or could have been foreseen at the time the agreement was entered into, the period of liability will be reduced correspondingly.

3. In the case of parts that have been replaced or repaired in accordance with item 1, the Vendor is liable for two years following the date of their delivery.

4. The Purchaser must make a written claim regarding a fault to the Vendor without unreasonable delay after the fault has become apparent, and in any event not later than two weeks after the expiry of the liability period agreed in item 2 and in item 3. The claim must contain a description of what form the fault takes. Should there be cause to assume that the fault may entail a risk of damage or injury, a claim must be made immediately.

If the Purchaser does not make a written claim regarding the fault within the time limits specified in this item, he will lose the right to make a claim based on the fault.

5. After the Vendor has received a written claim according to item 4, he will rectify the fault with the degree of promptness called for by the circumstances. The Vendor will bear the costs of rectification in accordance with the rules in items 1–13. Rectification will be carried out on the premises of the Purchaser, unless the Vendor judges it to be advisable for the defective part or the product to be sent to him so that he can repair or replace it on his own premises. If dismantling and assembly of the part requires special technical knowledge, the Vendor is obliged to carry out such dismantling and assembly. If no such specialist knowledge is required, the Vendor will have fulfilled what is required of him by reason of the fault when he delivers to the Purchaser a duly repaired or replaced part.

6. If the Purchaser makes a claim according to item 4 and there turns out to be no fault for which the Vendor is liable, the Vendor will be entitled to compensation for the work and the costs he has incurred as a result of the claim.

7. If dismantling and assembly involve interference with something other than the product, the Purchaser will be liable for any work and costs thereby caused.

8. The Purchaser will bear the additional costs of rectifying a fault that are incurred by the Vendor as a result of the product being other than in the location specified in the agreement or – where no such location has been specified – the place of delivery.

9. Faulty parts which are replaced in accordance with item 1 are to be made available to the Vendor and will become his property.

10. The Vendor's liability does not include faults caused by materials supplied by the Purchaser or by a design prescribed or specified by the Purchaser.

11. The Vendor's liability covers only faults which arise in the working conditions envisaged in the agreement and in connection with the correct use of the product.

This liability does not cover faults caused by circumstances which arise after the risk for the product has passed to the Purchaser. It does not cover, for example, faults due to defective maintenance or incorrect assembly by the Purchaser, modifications made without the written consent of the Vendor or repairs incorrectly carried out by the Purchaser. Finally, it does not cover normal wear and tear or deterioration.

12. Notwithstanding what is laid down in items 1–11, the Vendor is not liable for faults in any part of the product for more than two years from the start of the liability period stated in item 2.

13. The Vendor is not liable for faults over and beyond what is laid down in items 1–12. This applies to any loss that the fault may cause, such as production shortage, loss of profit or other financial consequential loss.

