

## VELUX PRODUCT GUARANTEE

Thank you for buying a VELUX product. We are very proud of all that we produce and also that the great majority of VELUX product owners never need to rely on a VELUX Guarantee. If end-users<sup>1)</sup> do ever have a concern regarding a VELUX product, this Guarantee will help you to be clear about how we would be able to respond.

We should also say that in addition to this Guarantee, an end-user<sup>1)</sup> will have separate legal rights, which arise from the sale of a VELUX product. Those rights are not affected in any way by this Guarantee. Guidance in regard to any separate legal rights can be obtained from the seller or other suitable adviser.

In particular, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure

### 1. Application of this Product Guarantee

VELUX Australia Pty. Ltd. ('VELUX') offers end-users<sup>1)</sup> a Guarantee in regard to VELUX products as follows:

<b>The VELUX Product Guarantee covers the products set out below:</b>	<b>Guarantee period:</b>
<b>VELUX Skylights and VELUX Roof Windows and installation products</b>	
VELUX Skylights and VELUX Roof Windows including insulating glazing units. VELUX flashings.	10 years
<b>VELUX Sun Tunnels</b>	
VELUX Sun Tunnels including glazing units.	7 years
<b>VELUX decoration and sunscreening products</b>	
<b>Interior</b>	
VELUX blinds, VELUX insect screens.	3 years
<b>Exterior</b>	
VELUX shutters and VELUX awning blinds.	3 years
<b>VELUX products for operation of VELUX decoration and suncreening products</b>	
VELUX products for manual operation (e.g. rods).	3 years

<b>VELUX motors and other products used for electrical or solar-powered operation</b>	
VELUX motors (electrical or solar-powered) for operating windows (including motors pre-installed by VELUX in VELUX Skylights and VELUX Roof Windows) and for operating VELUX decoration and sunscreening products (apart from motors for operating VELUX shutters and VELUX awning blinds). Other VELUX products used for electrical or solar-powered operation (control panels, control units, sensors, etc.), including components pre-installed by VELUX in VELUX Skylights and VELUX Roof Windows.	3 years
VELUX motors for VELUX shutters and electrically operated VELUX awning blinds.	3 years
<b>Spare part products supplied by VELUX</b>	
If a defect in a spare part product is brought to our attention during the Guarantee Period <sup>2)</sup> which shall commence from the date it is sold or otherwise supplied to the first end-user <sup>3)</sup> VELUX will, at its option: 1) repair the VELUX product without charge for material or labour or 2) provide a replacement VELUX product delivered free of charge to the original point of purchase or to the end-user <sup>1)</sup> .	2 years
<b>Replacement Panes</b>	5 years
<b>Other VELUX products</b>	
Other VELUX products	2 years

This edition of the VELUX Product Guarantee applies with effect from 1 May 2017.

If you are eligible to benefit from this Guarantee then without affecting any separate legal rights you may have, under this Guarantee, VELUX will, at its option undertake one of the following: 1) repair the defective VELUX product at a VELUX location or at the end-user's<sup>1)</sup> location as shall be determined by VELUX, or 2) provide a replacement VELUX product free of charge to a VELUX location or to the end-user<sup>1)</sup> as determined by VELUX, 3) refund the end-user<sup>1)</sup> the original purchase price for the VELUX product, or 4) undertake such other options as relevant to the VELUX product in question.

**This Guarantee will apply only to the VELUX products listed above subject to the conditions set out below including (but not limited to) the conditions in Section 4. In addition, this Guarantee only applies to a defect that has not been disclaimed as set out in Section 3.**

## 2. Guarantee period

Claims under this Guarantee must be notified in accordance with Section 5 and within the period which, unless otherwise stated above, shall commence on the date when the VELUX product is sold to the first end-user<sup>3)</sup> and which will expire at the end of the relevant Guarantee Period<sup>2)</sup> for the VELUX product in regard to which the claim is made.

## 3. Defects covered under this Guarantee

Subject to the conditions, this Guarantee shall cover defects which arise from the product's manufacture including in any materials used in its manufacture. Other types of defects concerning VELUX products are not covered by this Guarantee and will be treated as disclaimed.

## 4. Conditions

Claims under this Guarantee will not be accepted where a defect has resulted directly or indirectly from a) the product's installation, (including (but not limited to) installation carried out contrary to VELUX installation instructions or contrary to good workmanship standards), b) installation of

the product outside recommended installation areas, c) operation contrary to standard operation or misuse, d) wear and tear, e) use of incompatible spare parts, wear parts or accessories (e.g. power supply), f) transportation, g) any form of inappropriate handling, h) product modifications or i) other factors which are other than those relating to the product's manufacture or the materials used in manufacture.

In addition, this Guarantee will not apply in regard to any defects which result directly or indirectly from neglect including (but not limited to) where there has been a failure to maintain, carry out regular testing and/or servicing, or due to neglect in maintenance of the product as described in the user/maintenance instructions or directions for use, or where the defect could have been prevented through maintenance as described in the user/maintenance instructions or directions for use. All such instructions or directions for use may be obtained from VELUX or may be downloaded from [www.VELUX.com](http://www.VELUX.com) or [www.VELUX.com.au](http://www.VELUX.com.au).

This Guarantee does not cover claims relating to:

- Discoloration of parts that are not visible by general use;
- Any change of colour and fading irrespective of these being caused by sun/condensation/acid rain/salty splashes or any other conditions with corroding or material changing effect;
- Any other cosmetic conditions, such as for example hanging fabric or Venetian blind slats, or changes in the sealant of the pane;
- Knots in the wood;
- Inevitable and/or expected reduction of the efficiency of the product, including technical values/specifications as well as general efficiency tolerances;
- Variations that occur naturally in the materials used;
- Malfunction, reduced or restricted function or water leakage resulting from blocking or the like due to ice, snow, twigs, etc.;
- Imperfections including colour variations, shadows or marks etc. in the glass, which were present at the time of delivery or have arisen within the Guarantee Period<sup>2)</sup>, and which do not impair the view appreciably;
- Corrosion (on hardware);
- Degradation of solar cells;
- Damage as a result of accident, including but not limited to accidental glass breakage;
- Problems due to water penetration such as ice damming not resulting from default in a VELUX product;
- Faulty building design or construction;
- Movements in adjoining constructions or similar;
- Alterations of the covered VELUX products;
- Addition of non-approved components;
- Extreme weather conditions, lightning or severe hail;
- Applications in areas of high humidity, areas without proper or adequate ventilation or humidity control;
- Products subjected to conditions outside their design limitations;
- Exposure to processing after delivery e.g. sanding, sand blasting, etching, pasting or other surface treatment;
- Variations in glass or plastic coloration or damage caused by adverse conditions such as corrosive environmental factors including acid rain;
- Glass corrosion as a result of standing water and debris on glass;
- Condensation on roof windows and any related water damage, which may occur as a natural result of humidity inside or outside a building or a variation between indoor/outdoor temperatures;
- Claims in regard to insulated glass units where any film has been applied to the glass surface, and
- Any other conditions similar to the above, irrespective of these being characterized as defects.

VELUX does not, by this Guarantee, warrant that operation of product software will be error-free or uninterrupted, that defects in software will be corrected or that software will be compatible with future VELUX products or VELUX software, other than as required by law, including the requirements of the Australian Consumer Law.

VELUX does not by this Guarantee seek to limit or exclude liability which the end user's<sup>1)</sup> separate legal rights, including under the Australian Consumer Law, would make our attempts to do so unenforceable, subject to which VELUX accepts no liability under this Guarantee or otherwise for any loss of profit, or any indirect or consequential loss arising under or in connection with any claim made under this Guarantee. This shall include no liability for product liability and VELUX does not assume liability for losses caused directly or indirectly by incidents beyond the control of VELUX, including but not limited to industrial disputes, fire, war, terrorism, import restrictions, political unrest, unusual natural occurrences, vandalism or other force majeure.

While VELUX does not exclude, limit or seek to avoid liability which the end-user's<sup>1)</sup> legal rights would make unenforceable, subject to which VELUX will not be responsible for any damage which occurs to persons or to property, including the covered VELUX product itself, caused by any unauthorised attempt to repair or replace the VELUX product.

VELUX may, at its option, refuse to provide any or all remedies under this Guarantee if any unauthorised attempt to repair or replace a covered VELUX product causes further damage. We advise that you do not attempt to repair or replace the VELUX product without VELUX authorisation and without which any claim regarding a defect which arises as a result shall be disclaimed.

It is the responsibility of the end-user<sup>1)</sup> to mitigate and minimize water damage or any other damage that a covered VELUX product may cause.

#### **5. Written complaint**

To make a claim under this Guarantee the end-user<sup>1)</sup> is required to give notice in writing of the claim within the relevant Guarantee Period<sup>2)</sup> and in any event within two months of the date after which the end-user<sup>1)</sup> became aware or ought reasonably to have become aware of the defect which is being claimed for. The written notice must be issued to VELUX to address listed below.

#### **6. Additional conditions**

If, at the time of repair or replacement the VELUX product is no longer in production or is no longer made in the same version (form, colour, covering, finish etc.) VELUX shall be entitled to repair or replace it with a similar VELUX product.

Also, as a condition of this Guarantee, VELUX shall have the right to request that the defective product is returned (at the cost of the end-user<sup>1)</sup>) to a VELUX location or at the location of the end-user<sup>1)</sup> as determined by VELUX.

#### **7. Guarantee of repaired or replaced VELUX products**

Where under this Guarantee VELUX has undertaken a repair or replacement of a VELUX product, the original Guarantee Period<sup>2)</sup> relevant to that VELUX product shall continue to apply and shall not be extended.

#### **8. Dismantling and reinstallation**

This Guarantee does not extend to the costs and expenses resulting from dismantling and re-installation of a VELUX product or for any covering with a tarpaulin or other measures arising while repair or replacement works are undertaken. The end-user<sup>1)</sup> will be responsible for these costs and expenses.

#### **9. Service visits in case of non-coverage under the guarantee**

VELUX shall have the right to claim compensation from the end-user for the costs of service visits if the end-user's<sup>1)</sup> claim is not covered by this guarantee. In addition, the end-user<sup>1)</sup> shall pay any costs, including labour costs, incurred for the examination of the VELUX product, as well as any costs in connection with dismantling and re-installing the VELUX product and the protection of the VELUX product and the building with tarpaulins etc.

## **10. Procedure for benefitting from this Guarantee**

Whether or not you make a claim under this Guarantee, if you have concerns in regard to your VELUX product or its installation, please contact VELUX customer service department directly at the address listed below. VELUX will seek to provide the best response and service possible.

Trained customer service team members are available to talk over on the phone any concerns you may have and which may then resolve matters in a way without the necessity of having to access your home or other location for an on-site visit.

### **Notes - Supplementary explanations for the above provisions**

Note 1:

"End-user" means the natural or legal person who owns the VELUX product and who has not acquired it with a view to reselling or installing it in the course of business.

Note 2:

The guarantee period begins from the date the VELUX product is purchased from a VELUX dealer which at the request of VELUX must be substantiated with the original invoice or sales receipt. If the purchase date cannot be substantiated, the guarantee period will begin on the date of manufacture as indicated on each VELUX product.

Note 3:

"First end-user" means the end-user, cf. note 1, who first acquires the VELUX product from a VELUX sales company, from a dealer or any other natural or legal person who resells or installs the VELUX product in the course of business.

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