

VELUX GUARANTEE

1. Coverage of the guarantee

VELUX New Zealand Limited (“VELUX”) provides the end-user¹⁾ with a guarantee as follows:

The guarantee covers	Guarantee period
VELUX Skylights and Roof Windows including glazing	10 years
VELUX flashings	
VELUX Sun Tunnels	10 years
VELUX sunscreening products (apart from roller shutters and electrically operated awning blinds)	1 year
VELUX products for manual operation	
VELUX sunscreening products in the form of VELUX roller shutters and VELUX electrically operated awning blinds	1 year
VELUX motors for window control and sunscreening, including motors pre-installed in VELUX Skylights and Roof Windows	1 year
VELUX products for electrical operation, including electrical components installed in VELUX Skylights and Roof Windows	

This guarantee applies to the above products purchased in New Zealand and delivered to the first end-user²⁾ after 1 April 2010.

The end-user’s statutory rights under the Consumer Guarantees Act 1993 are not affected by this guarantee.

2. Commencement of the guarantee

The guarantee period for the products listed above runs from the time when the brand new product is delivered³⁾ to the first end-user.

3. Extent of the guarantee

The guarantee covers defects⁴⁾ due to defects in material or production or to structural faults⁵⁾ of the product.

The guarantee does not extend to defects that arise from, faults or damage arising directly or indirectly from a) faulty installation, i.e. installation made contrary to the installation instructions or (in the absence of such instructions) contrary to good craftsmanship, b) installation outside recommended installation areas, c) faulty operation or misuse, d) use of incompatible spare parts or accessories (e.g. power supply), e) transportation, installation or any other form of handling, f) product modifications or g) other defects, faults or damage that are not due to defects in material or production or to structural faults, the preceding enumeration not being exhaustive. It will be the end-users responsibility to prove that the defect has not occurred directly or indirectly from such activities.

Moreover, coverage pursuant to the guarantee is provided on condition that the end-user proves that any defects, faults or damage do not result directly or indirectly from neglect of maintenance as described in the user/maintenance instructions or directions of use – or that any defects, faults or damage could not have been prevented through maintenance as described in the user/maintenance instructions or directions of use, which may be obtained on application to VELUX or are available on www.VELUX.com or www.VELUX.co.nz.

4. Written complaint

To invoke this guarantee the end-user must lodge a written complaint within the guarantee period⁶⁾ with VELUX or with the dealer from whom the product was purchased and within two months after the end-user discovered or ought to have discovered the defect.

At its sole discretion VELUX shall determine whether to repair the product, to make a replacement delivery or to reimburse the end-user for the purchase price.

5. Repairs under the guarantee

Unless otherwise decided by VELUX, the end-user shall be responsible for repairing or having the product repaired. The guarantee covers delivery free of charge of any spare parts/materials necessary for the end-user's repair of the defect⁷⁾.

If repairs cannot be done without considerable inconvenience to the end-user, VELUX shall also defray any costs for installation of spare parts/materials, labour costs related to the repairs and costs for the installer's transportation or dispatch of the product as well as any required covering with a tarpaulin, provided any such measures have been agreed in advance with VELUX. The end-user shall make the product accessible for repair according to instructions given by VELUX, provide tools if required and defray any costs related thereto.

6. Replacement delivery

Replacement delivery shall be made free of charge by replacing the old product with a new product⁸⁾ of the same kind, type and quality. If at the time when the complaint is made, the product is no longer in production or is not made in exactly the same version (form, colour, covering, finish etc.) VELUX shall be entitled to replace it with a similar VELUX product.

The end-user is obliged to collect the new product from the nearest VELUX dealer unless otherwise agreed.

Transportation/dispatch to and from VELUX and/or the dealer, any dismantling and re-installation of the product and any covering with a tarpaulin or other special measures shall be agreed with VELUX prior to implementation, and in case of such agreement VELUX shall defray the costs.

7. Reimbursement of the purchase price

Subject to prior agreement with VELUX, the end-user shall return the product, and VELUX reimburses the purchase price paid by the end-user.

8. Non-coverage

This guarantee does not cover:

- 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 instance hanging fabric or Venetian blind slats, changes in the sealant of the pane or condensation on the pane of solar collectors;
- 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 or restricted function, e.g. 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, and which do not impair the view appreciably;
- Any other similar conditions, irrespective of these being characterized as defects.

The guarantee does not cover changed vapour diffusion resistance or thermal conductivity with respect to VELUX installation products.

This guarantee shall apply to no other products than those referred to under "1. Coverage of the guarantee". As for accessories including pre-installed accessories, the producer's guarantee, if any, shall apply. The special terms set out in this guarantee, including the part on guarantee period, cf. "1. Coverage of the guarantee", shall apply to other VELUX products, irrespective of such products being pre-installed.

VELUX does not assume liability for consequential damage, including consequential loss, or product liability other than what may follow from mandatory law.

VELUX does not assume liability for losses caused directly or indirectly by incidents beyond VELUX's control, including but not limited to industrial disputes, fire, war, terrorism, import restrictions, political unrest, unusual natural occurrences, vandalism or other force majeure.

VELUX does not assume liability for third party products irrespective of these being sold or displayed together with the products referred to under "1. Coverage of the guarantee".

This guarantee may be invoked only on condition that the product has been paid for in accordance with the payment terms agreed for the product.

9. Repairs in case of non-coverage of the guarantee

If the end-user's claim should not be covered by this guarantee, the end-user shall defray the costs of transporting the product to and from the repair shop or the installer's travelling expenses to and from the end-user. In addition, the end-user shall pay any costs, including labour costs, incurred by the installer for his examination of the product, as well as any costs in connection with dismantling and re-installing the product and covering it with a tarpaulin etc. If, after having been informed about the non-coverage of the guarantee and about the price estimate for repairs outside the guarantee, the end-user wants to have the repairs done, the end-user shall additionally pay for any spare parts used and for the labour costs incurred.

10. Notes - Supplementary explanations for the above provisions

Note 1:

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

Note 2:

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

Note 3:

If the end-user is unable to document the time of delivery, VELUX reserves the right to determine the commencement of the guarantee on the basis of documentation rendering the production date probable.

Note 4:

The guarantee may be invoked if, based on technical knowledge at the time of production, a defect has been established. Moreover, the cause of the defect shall have been present at this point in time.

Note 5:

Any differences between the standards valid at the time of purchase (including e.g. standards that form the basis of CE-marking) and the (lawful) appearance of the product according to the relevant standards valid at the time of production shall not be included in defects or faults covered by the guarantee.

Any electromagnetic emission or other emission (or the like) of the product – irrespective of this being able to have any influence on other objects – shall not be included in defects or faults, provided the (lawful) appearance of the product complies with the emission standards valid at the time of production. Finally, any sensitivity of the product to exterior radiation shall not be included in defects or faults, provided the product complies with the relevant mandatory standards valid at the time of production.

Note 6:

The end-user shall be responsible for documenting that the guarantee period has not expired.

Note 7:

On replaced VELUX spare parts for the products covered by the guarantee, from the date of delivery VELUX offers a new guarantee period (equivalent to a new guarantee period as indicated for the product/accessories in question under "1. Coverage of the guarantee"), against defects in the spare parts that are due to defects in material or production or to structural faults, on the same terms that apply to this guarantee.

If repairs are done by VELUX under this guarantee, the remaining guarantee period for the product shall be extended by the period of time that has elapsed since the complaint was made until the repairs have been completed.

Note 8:

A new guarantee period (equivalent to a new guarantee period as indicated for the product/accessories in question under "1. Coverage of the guarantee") commencing from the date of the replacement delivery shall apply to the replacement product on the same terms that apply to this guarantee.

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