

WARRANTY TERMS AND CONDITIONS OF GLASS PACKETS

1. Sales warranty of glass packets

All glass packets sold by OÜ Koduaken for constructional purpose are subject to the 1.1 sales warranty of OÜ Koduaken according to standard EN 1279 “Glass in building: Insulating glass units”, except in case of special products specified below (hereinafter “Warranty”). Warranty means that OÜ Koduaken guarantees that on the glass packets sold by them no condensed water occurs in between the glasses during the warranty period provided below and the warranty does not include any other disadvantages that may occur during the warranty period.

1.2 The warranty of OÜ Koduaken is valid to the purchaser of the product.

The warranty period is calculated from the date the glass packet is sold and lasts as

1.3 follows:

- In constructions for 5 years (except glass packets installed in sloping roofs/sloping facades);
- Sloping roof /sloping facades for 2 years;
- In cold , unheated buildings for 2 years;
- Glass packets installed into tough and aggressive conditions (excessive heat; cold, humidity, UV-radiation, chemical fumes, vibrations; e.g. saunas, swimming pools, etc.) for 2 years;
- Special-shape arched (bow-shaped) packets for 2 years.

The date of the production of the glass packet is printed on the strip of every glass packet. In case the glass packet is subject to replacement according to the warranty, the warranty term of the replaced packet starts with the sales date of the initial packet and the warranty period shall not be extended due to the replacement of the glass packet.

1.4 The warranty does not extend to glass packets, which production includes:

- Ornament glass (according to EN 572-5);
- Armoured glass (according to EN 572-3);
- Capillary tubes;
- Glass packets, which ratio of sides is bigger than 1:6;
- Circle-shaped glass packets;
- Glass packets sold by OÜ Koduaken exceeding minimum (150x220mm) and maximum (2700x4000mm) measures.

2. Rights proceeding from the warranty

2.1 In case condensed water occurs in between the glass plates during the warranty term and all warranty requirements are followed correctly, the client has the right:

- To have the glass packet replaced, supplied by OÜ Koduaken in accordance with the contract concluded prior either in the warehouse at 38 Peterburi Road or to the client’s construction site.

2.2 The warranty of OÜ Koduaken shall not cover the expenditure or damage directly or indirectly caused by other parties.

2.3 According to these warranty obligations OÜ Koduaken is liable only in these warranty cases, which have occurred during the warranty term and which have been reported during a reasonable term (usually 2 weeks) since the defect is discovered.

3. Valid warranty terms and conditions

The warranty for the glass packets provided by OÜ Koduaken is valid if:

3.1 The windows are made and the glass packets are installed in frames according to the good window making practice and internationally approved standard or by OÜ Koduaken.

3.2 The glass packets are kept clean and upon installation in frames no damage is caused to them.

3.3 The glass packets are not damaged by exterior impact like a strike, pressure, movement of support structures, vibration, etc.

3.4 The glass packets are not damaged by chemical and abrasive agents and due to wrong handling, loading or storage on the construction site.

3.5 The glass packets are not stored in external conditions without being covered.

3.6 The glass packets have not been processed after delivery by furbishing, painting, gluing films, decorative slats or tapes or processing the glass surfaces otherwise.

3.7 The window frames, jambs and the sealing have been currently maintained to keep them clean and weather-proof and avoid excessive moisture reach in between the glass spindle area.

3.8 Upon installation the edge of the glass packet is covered by slat within the reach of the strip, excluding special products that tolerate UV-radiation.

3.9 Upon the installation of the glass packet in the frame, the corresponding sealing agent complying with the putty is used to avoid chemical reaction between the putty and the sealing material.

3.10 The glass packet is installed lower than 900m from the sea level.

3.11 The glass packet is visually in conformity with quality requirements.

4. The warranty shall not be valid

4.1 If the glass packet is not in conformity with the evaluation criteria as follows:

- Irregularities not seen at 2m distance are not regarded as damage;
- If the damage is not visible in dispersed light (e.g. cloudy heaven) without direct sunlight or artificial light.
- If the damage is not visible looked at from inside at 2m distance and crosswise with the checked glass surface.

4.2 The following irregularities provide no right to warranty:

- Interference phenomenon;
- Double glass effect;
- Anisotropies;
- Occurrence of condensed water on exterior surfaces (sweating of glasses);
- Built-in elements (lead glasses, alarm systems, blinds, etc);
- OÜ Koduaken shall not be responsible for damage caused due to thermal tension.

- Mechanical pressure on the glass packet caused by:
 - *Dot-shaped pressure on the glass packet.
 - *Bending load on the window in case the house is sinking.
- Uneven heating of the glass (non-tempered glass is subject to the hazard of temperature differences of 40C) caused by:
 - *Shadows falling on the window causing big differences in temperatures.
 - *Application of film, aluminium foil, glued profile on the entire glass packet or partially.
 - *Abnormal heating of the glass, when Venetian blinds or other type of blinds are installed behind the glass packet without leaving adequate air space.
- Vibrations caused by:
 - *Vibration caused by planes, heavy trucks, sound of explosion.
 - *Strikes, shocks, especially on the window with a fixture or a security bolt when opened carelessly.

5. Solution of reclamations

5.1 In case the glass packet is not hermetical and it occurs during the warranty, OÜ Koduaken has to be informed immediately in writing within reasonable time (2 weeks) after discovering the defect. If necessary (OÜ Koduaken requests) the low quality glass packets have to be photographed and a photo has to be added to the complaint.

5.2 A reclamation has to include as follows:

- The number of the concluded contract/order;
- Time of manufacture of the glass packet (month and year printed on the strip);
- Product name of the glass packet, configuration (types of the glass, width and type of the strip), measurements and quantity;
- Explanations of the reason for the reclamation;
- Name and address of the reclamation;
- Building or object, where OÜ Koduaken has installed the windows.

5.3 The person submitting the claim must prove that moisture has reached in between the glasses and under normal conditions the glass packet is hazy.

5.4 Before making a resolution in regard to the claim, OÜ Koduaken shall decide whether it is necessary to investigate the case separately. Upon the request of OÜ Koduaken, the person submitting the claim must enable the authorised representative of OÜ Koduaken to check the founded claim by inspecting the product. If the results of the inspection confirm that the claim is founded, the expenditure connected with the inspection shall be covered by OÜ Koduaken. If, upon the inspection, it appears that the claim is not founded, the expenses connected with it shall be covered by the person who submitted the claim to OÜ Koduaken. The appellant may involve a counsellor in the solution of the claim, whose expenses shall be covered by the appellant.

5.5 Timely, justified and properly submitted complaints shall be solved by OÜ Koduaken providing the replacement of the defective product. Under the product replacement it is deemed that OÜ Koduaken delivers new glass packets according to the contract concluded prior either to the warehouse at 38 Peterburi Road or to the contracting entity's location. Additional expenses proceeding from the replaced glass packet shall be compensated by OÜ Koduaken only in case a corresponding contract is concluded by the client and OÜ Koduaken.

6. Reclamation beyond the warranty system

Reclamations concerning the visual quality of the glass packet:

- 6.1 The visual defects of the glass packets have to be valued according to the guideline “Visual quality of the glass packet”.
- 6.2 The visual quality of the glass packet has to be checked as fast as possible after the delivery of glass packets. In case any defects that are subject to reclamation according to the guideline, OÜ Koduakent has to be informed thereof but not later than 2 weeks after the delivery of the glass packets.
- 6.3 The complaint has to include among other things referred to in article 5.2 a precise description of the defect (measurements, location) and a picture of the defect (a photo if possible) has to be added.
- 6.4 The solution of the reclamation is carried out as described in article 5.
- 6.5 In case the visible defects are on the exterior side of the glass packet and the product has been delivered to the end user, OÜ Koduakent shall not compensate the product cost nor replace the packet free of charge.

Reclamations concerning glass packets damaged during transportation (by OÜ Koduakent):

- 6.6 The first check-up of the glass packet in regard to the quantity and damages has to be carried out according to the delivery documents during the delivery of the glass packets.
- 6.7 Information concerning the missing and damaged packets has to be marked in the delivery document.
- 6.8 OÜ Koduakent has to be informed immediately about packets broken during transportation after the receipt of the products. Later complaints shall not be considered.
- 6.9 OÜ Koduakent has to be informed about the missing packets immediately after the receipt of the products. Later complaints shall not be considered.

Reclamations about glass packets broken during the installation carried out by other parties:

- 6.10 OÜ Koduakent is not responsible for glass packets broken during the installation by other parties as the impact factors are beyond the control of OÜ Koduakent.

Such factors may include as follows:

Careless handling and storing of glass packets by other parties

*Careless transportation from OÜ Koduakent to the construction site; transportation or storage in horizontal position. The glass has to be transported, stored and lifted in a vertical position.

*Careless and improper storage and handling on the construction site

*Strikes against the glass by a soft or hard item.

*Wrongly positioned glass support blocks.