

VELUX CONTRACTOR QUALITY GUARANTEE CERTIFICATE

(hereinafter referred to as the "Guarantee")

Issued by

VELUX A/S
Ådalsvej 99
2970 Hørsholm
Denmark

(hereinafter referred to as "VELUX")

to

[Contractor name
and address]

(hereinafter referred to as the "Contractor")

VELUX offers a Guarantee towards the Contractor as described below:

1. Application of this Guarantee

VELUX A/S offers the Contractor a Guarantee in regard to VELUX products as follows:

The VELUX Guarantee covers the products set out below:	Guarantee period:
VELUX Roof Windows and installation products	
VELUX Roof Windows including insulating glazing units. VELUX flashings. VELUX installation products in the form of VELUX linings, VELUX frame insulation collar, VELUX underfelt collar, VELUX vapour barrier collar, VELUX frame extension and VELUX support rafter.	[max 10 years/ 5 years]
VELUX Flat Roof Windows	[max 10 years/ 5 years]
VELUX Roof Windows and VELUX Flat Roof Windows mentioned above carry a special extended 15 year Guarantee against breakage of metal fittings and breakage of polyurethane and PVC profiles. For the purpose of this special extended Guarantee, "breakage" shall mean damage where there has been separation of the component into two or more parts as a result of force or strain which has occurred in the course of the standard use and operation of the product.	15 years
VLT 1000 roof lights (roof lights especially designed for not insulated uninhabited attics).	[max 2 years]
VELUX Sun Tunnels	
VELUX Sun Tunnels including glazing units.	[max 10 years]

VELUX decoration and sunscreening products	
Interior	
VELUX blinds, VELUX insect screens.	[max 3 years]
Exterior	
VELUX shutters and motorized VELUX awning blinds.	[max 5 years]
Manually operated VELUX awning blinds.	[max 3 years]
VELUX products for operation of VELUX decoration and sun-screening products	
VELUX products for manual operation (e.g. rods).	[max 3 years]
VELUX motors and other products used for electrical or solar-powered operation	
VELUX motors (electrical or solar-powered) for operating windows (including motors pre-installed by VELUX in VELUX Roof Windows and VELUX Flat Roof Windows) and for operating VELUX decoration and sun-screening 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 Roof Windows and VELUX Flat Roof Windows.	[max 3 years]
VELUX motors for VELUX shutters and electrically operated VELUX awning blinds.	[max 5 years]
Electrical motors and supplementing electrical products used for smoke ventilation, including electrical VELUX components for smoke ventilation pre-installed by VELUX in VELUX Roof Windows and VELUX Flat Roof Windows.	[max 3 years]
VELUX Modular Skylights	
VELUX Modular Skylights including insulating glazing units. VELUX flashings for VELUX Modular Skylights. VELUX installation products for VELUX Modular Skylights in the form of VELUX vapour barrier connection strip.	10 years
VELUX suncreening products for VELUX Modular Skylights.	3 years
VELUX motors for window control and suncreening for VELUX Modular Skylights, including motors pre-installed by VELUX in VELUX Modular Skylights. VELUX products for electrical operation, including electrical components pre-installed by VELUX in VELUX Modular Skylights.	3 years
Spare part products supplied by VELUX	
If a defect in a spare part product is brought to our attention during the Guarantee Period ¹⁾ which shall commence from the date it is delivered to the Contractor or otherwise supplied to the Contractor 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	2 years

to the original point of delivery to the Contractor.	
Replacement Panes	5 years
Other VELUX products	
Other VELUX products	2 years

This edition of the VELUX Guarantee applies with effect from 01.02.2018.

This Guarantee is issued exclusively to the benefit of the Contractor. The Guarantee cannot be assigned or otherwise transferred to third parties. Only the Contractor can rely upon the rights under this Guarantee.

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 location of the building in which the product is installed as shall be determined by VELUX, or 2) provide a replacement VELUX product free of charge to a VELUX location or to the building in which the product is installed as determined by VELUX, 3) refund the Contractor the original purchase price for the VELUX product, or 4) undertake such other options as relevant to the VELUX product in question.

This Guarantee shall 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 delivered to the Contractor and which will expire at the end of the relevant Guarantee Period¹⁾ 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.

This Guarantee does not cover claims relating to:

VELUX does not guarantee 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.

- 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 Period²⁾, 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, dome breakage or crazing;
- 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 modular skylights 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 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.

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 Contractor's 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.

VELUX does not assume liability for defects caused by any unauthorized attempt to repair or replace a VELUX product.

VELUX may, at its option, refuse to provide any or all remedies under this Guarantee if any unauthorized 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 authorization from VELUX and without which any claim regarding a defect which arises as a result shall be disclaimed.

It is the responsibility of the Contractor 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 Contractor¹ is required to give notice in writing of the claim within the relevant Guarantee Period and in any event within two months of the date after which the Contractor 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 Contractor) to a VELUX location or at the location of the building in which the product is installed¹ 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 relevant to that VELUX product shall continue to apply and shall not be extended.

8. Dismantling and reinstallation

This Guarantee does not include for the costs and expenses resulting from dismantling and reinstallation of a VELUX product or for any covering with a tarpaulin or other measures arising while repair or replacement works are undertaken.

9. Service visits in case of non-coverage under the Guarantee

VELUX shall have the right to claim compensation for the costs of service visits if the Contractor's claim is not covered by this Guarantee. In addition, the Contractor 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 without an on-site visit.

11. Misc.

The Dealer forfeits her/his rights according to this Guarantee if:

- a. upon notification of a defect the original of this Guarantee is not presented (duly dated and signed by both VELUX and the Contractor) to VELUX together with the original invoice/receipt for the Contractor's purchase of the product; or
- b. the type and number of the product or any other signs of identity provided by VELUX on the product have been erased or otherwise destroyed.

By its signature on this Guarantee the Contractor declares that the Contractor has received instructions for the installation, use and maintenance of the product and that the Contractor is familiar with the instructions issued by VELUX in this connection (also available at www.velux.com/vms??), and that the Contractor accepts the terms and conditions of this Guarantee.

The Contractor represents and warrants to VELUX that the Contractor will comply with and shall obtain all legal approvals, certificates and registrations that are required in the country of the building in which the product is installed for marketing, sale and use of the products. VELUX assumes no liability that the products fulfil the laws and regulations of the country where the installation of the product has taken place, including but not limited to that the use of VELUX electrical products and the frequencies used by such products are permitted.

This Guaranty provides the exclusive remedies of the Contractor and is in lieu of all other express or implied guarantees or warranties, including but not limited to guaranties or warranties of merchantability and fitness for a particular purpose. All other guarantees or warranties are disclaimed unless prohibited by mandatory applicable law.

This Guarantee is a fully integrated document. Any alteration or addition to this Guarantee must be in writing, refer specifically to this Guarantee, and must be signed by an authorized officer of VELUX.

This Guarantee is governed by and construed in accordance with Danish law excluding its choice of law rules.

If a dispute arises between the parties, including the breach, termination or invalidation of any matter, the parties submit to the exclusive jurisdiction of the Danish Institute of Arbitration, the procedural rules of which are incorporated by reference into these Contractor Conditions. The place of arbitration shall be Copenhagen, Denmark. The language of the arbitration shall be the English language unless otherwise agreed.

Note 1:

The guarantee period begins from the date the VELUX product is delivered to the Contractor which at the request of VELUX must be substantiated with the signed delivery agreement or delivery receipt. If the delivery date cannot be substantiated, the guarantee period will begin on the date of manufacture as indicated on each VELUX product.

Date:

Stamp and signature of
VELUX A/S

Stamp and signature of
The Contractor

[company name
complaints dept., if any
address
phone number
fax number
e-mail address]