THE ASSOCIATION OF DANISH WINDOW MANUFACTURERS' WARRANTY SCHEME FOR IGUS INSTALLED IN SITU



For units installed in new factory-made windows under the DVV (Danish Window Pane Verification) warranty, please see www.dvv.dk

COVERAGE, TERMS AND CONDITIONS AND HANDLING OF COMPLAINTS

Certified Production

The window manufacturing companies who are members of VinduesIndustrien (The Association of Danish Window Manufacturers) are certified and manufacture according to the DRV quality standard (Dansk Rude Verifikation - Danish Window Pane Verification), and they are subject to an ongoing production control and product testing at an accredited testing institute.

Among other things the quality standard includes requirements concerning cleanness, dew point, air tightness and ageing resistance.

It is a condition for being affiliated to VinduesIndustrien's Warranty Scheme for IGUs installed in situ that the manufacturers are affiliated to the DRV scheme or a similar approved scheme.

WARRANTY LABELLING

The spacer bar of all IGUs produced by a window manufacturer, who is an associated member of VinduesIndustrien, is marked with the certification number issued by the certification body.

Example: DRV 001-P is the number issued by the approved certification body.

Only marked IGUs are covered by VinduesIndustrien's Warranty Scheme for IGUs installed in situ.

Please find a list of all affiliated companies at www.dvv.dk

THE WARRANTY SCHEME

For IGUs produced by a manufacturer, who was an affiliated member of VinduesIndustrien at the time of manufacture, the following warranty scheme shall apply:

The warranty shall cover the following:

The IGU manufacturer guarantees that IGUs delivered to the building industry will remain free of condensation between the panes for a period of 5 years, as from the stamped date of manufacture.

For IGUs located in Denmark (excluding the Faroe Islands and Greenland) the warranty covers delivery of a replacement unit and an amount to cover the costs of replacement wholly or partially, cf. VinduesIndustrien's Table of Compensation.

The warranty does not cover compensation and replacement of IGUs with "attached" and/or "integrated elements" or IGUs which have otherwise been given a finishing treatment.

The warranty does, however, cover IGUs with integrated standard sash bars, with the exception of standard sash bars which are no longer produced or which are not available as a standard product in the Danish market.

The warranty also covers IGUs with attached standard outer sash bars. In this case the replacement units are delivered with integrated Vienna sash bars, but it is up to the buyer to deliver and attach the outer sash bars to the replacement unit himself.

Reservations are made for any differences in shades and for delivery of discontinued types of glass or types of glass which are not stocked in Denmark.

Please find the Table of Compensation applying at the time in question at www.vinduesindustrien.dk.

The table is subject to price-index adjustment once a year and may moreover be adjusted by VinduesIndustrien. Compensation is calculated on the basis of the Table of Compensation applying at the time of complaint.

As an alternative to the payment of compensation the IGU manufacturer may choose to carry out the replacement of the unit himself.

For IGUs located outside Denmark, including in the Faroe Islands and Greenland, the warranty covers only delivery of a replacement unit, i.e. exclusive of costs of shipment and other delivery charges, and costs of replacement will not be compensated either.

The warranty does not cover costs, if any, in connection with:

- Cranes, scaffoldings.
- Construction work or dismantling of adjoining parts of the building.
- Any supplementary work such as bricklaying, joinery or painting.
- Work in connection with the dismounting and remounting of burglary protection or other safeguarding measures.

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The warranty is subject to the following conditions:

- The spacer bar of the IGU shall be provided with a certification number from an approved certification body and the date of production (month and year).
- The IGU shall be installed in compliance with VinduesIndustrien's installation instructions applying at the time of delivery.
- The IGU shall be kept clean and protected correctly throughout the building period.
- The IGU must not be damaged by external influence such as impacts, blows, movements of adjoining structures, etc.
- No damage must occur as a result of frost bursts, other thermal impact, chemical corrosion of the glass or tarnishing caused by incorrect storage.
- The IGU must not have been subjected to any finishing treatment after delivery, such as grinding, sand blasting, etching, painting, pasting or other surface treatment.
- The IGU must not have any "attached" and/or "integrated elements" such as leaded panes, alarm systems, Venetian blinds, etc., which may have caused condensation between the panes.
- The window frame/sill and all installation materials must be subject to necessary ongoing maintenance.
- The IGU must not be covered by any other security, warranty or insurance, e.g. under a construction contract, etc.
- The warranty does not limit the buyer's usual rights under the law, including the rules of the Danish Sale of Goods Act.

Warranted Coverage in Case of the IGU Manufacturer's Bankruptcy

VinduesIndustrien has established a warranty scheme with an insurance covered risk and a total limit of cover of DKK 2,000,000, however, not more than DKK 100,000 in the warranty period applying to each individual contract.

VinduesIndustrien's Warranty Scheme covers claims against affiliated companies in case a member is adjudged bankrupt and consequently incapable of fulfilling his warranty obligations under the warranty scheme.

COMPLAINTS

The complaint must be lodged with the supplier (glazier, timber yard, window factory, construction firm or other supplier). If this proves impossible, the complaint may be lodged directly with the IGU manufacturer.

The complainant shall prove that condensation occurs between the panes under normal conditions. The warranty only covers IGUs with clearly visible condensation under normal conditions.

In case of the manufacturer's bankruptcy the complaint shall always be lodged with the Secretariat of VinduesIndustrien, who will see to the correct handling of the complaint.

In case of unwarranted complaints a surveyor's fee will be charged, cf. the Table of Compensation.

The complaint shall include the following information:

- Specification of the IGU manufacturer's approved certification number, which is stamped in the spacer bar of the IGU.
- The date of production of the IGU (month and year), which is also stamped in the spacer bar.
- The reason for the complaint.
- Complete address where the survey is to be performed and the name and telephone number of the owner of the property.
- The total number of units comprised by the complaint.

If possible, the complaint should also include the following information:

- · Name and address of the supplier.
- Date of delivery and invoice number.
- · Width and height of the IGUs in millimetres.
- IGU type, thickness of glass and air gap.
- Type of glass (standard, coated, ornament, etc.)
- Information on any other possible security, warranty or insurance.

SURVEY

The IGU manufacturer decides whether delivery under the warranty scheme can be effected without a survey.

In cases which require a survey the costs involved shall be paid by the manufacturer, whereas the complainant shall pay the costs pertaining to his own advisers.

In case of unwarranted complaints a surveyor's fee will be charged, cf. the Table of Compensation.

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MAINTENANCE REQUIREMENTS

In order to invoke the warranty scheme it is an absolute requirement that the maintenance requirements stated below have been met.

Woodwork

Woodwork and sealing strips shall be inspected and maintained as required. Wooden structures, which are poorly maintained, will absorb moisture, which increases the risk of puncture of the IGUs. Furthermore, the wood will be decomposed by weathering and may in unfortunate cases be attacked by fungi and dry rot.

Wooden glazing beads, which tend to come loose, shall be secured, as leaks may otherwise occur, allowing the penetration of moisture. When applying paint or wood preservative coating it is especially important that the glazing beads are thoroughly coated.

Sealing strips must not be painted.

Plastic and Aluminium Windows

These materials require no maintenance, apart from cleaning. Cleaning is especially important in the case of aluminium windows to prevent corrosion under accumulations of dirt. Mild cleaning agents shall be used.

Cleaning of Drainage Holes

The drainage holes shall be kept clean, i.e. any insect remains, dirt, etc. shall be removed, so that the cross-sectional area specified in the installation instructions is always maintained.

Sealing Strips

Sealing strips cannot be "maintained". However, the tightness towards the glass and the glazing bead shall be inspected, as sealing strips are decomposed by weathering.

If the sealing strips have come loose, or the surface has cracked or crumbled, the sealing strips shall be replaced.

Top Sealing

The 3 or 4 millimetre sealing, which is applied on top of the sealing strip, is called top sealing. Basically, top sealing shall be applied indoor under controlled climatic conditions prior to delivery of the window from the factory.

If it is ascertained that the sealing is not tight, it must be cut up and a new sealing applied. Priming of the adhesion surfaces is always essential to ensure a good, permanent tightness. A special primer is used according to the instructions from the supplier of the top sealing compound.

Such work is best carried out by a specialist.

COMPLAINTS OUTSIDE THE SCOPE OF THE WAR-RANTY SCHEME

The Manufacturer's Liability

For complaints accepted on the basis of "The visual quality of IGUs" of the Technical Requirements for DVV, Annex 20, the manufacturer undertakes to deliver a replacement unit free of charge up to 1 year after delivery, but the buyer shall pay all expenses in connection with the replacement.

Requirements concerning Cleanness and Glass Quality

Glass is an industrial product consisting of among other things lime, quartz and soda. Even though the raw materials are cleaned very carefully, it is unavoidable that in a few isolated instances minor impurities and scratches may occur in the glass of the IGU.

Complaints about impurities in the glass are evaluated according to the procedure stated below. It is considered whether the impurities are immaterial and a natural element of the material and as such not covered by the warranty liability or whether they are of such material nature that the complainant is entitled to a replacement unit

Evaluation Procedure

For complaints outside the scope of the Warranty Scheme, please see VinduesIndustrien's Technical Requirements for DVV and Annex 20 "The Visual Quality of IGUs".

Breakage after Installation

The IGU manufacturer undertakes no liability for IGUs which crack after the installation, unless it is established that the breakage is caused by defects in the IGU supplied, and the complaint is lodged within 1 year after delivery.

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