

Rules governing the VinduesIndustrien warranty scheme

in force from 1. September 2009

Article 1. Objective

The overall objective of the warranty scheme is to make private consumers feel safe and confident when buying certified windows and/or external doors from a member of VinduesIndustrien or another manufacturer approved by DVC, the Danish window certification body.

Article 2. WHO is covered by the warranty?

The warranty scheme covers private consumers who buy certified windows and/or external doors for use in their private dwelling, be it detached, semi-detached, an owner-occupied flat, a housing-cooperative property or holiday cottage as well as a private residence in mixed-use residential and commercial property, including the farmhouse of an agricultural holding.

Article 3. WHEN will coverage apply?

Coverage is conditional on the consumer having made a claim to the manufacturer within 5 years of purchase and that, within the same time limit, the consumer has lodged a complaint with Byggeriets Ankenævn, the tripartite Appeals Board established by the Danish Consumer Council, the National Homeowners Association and the Danish Construction Association. In addition, coverage is conditional on the manufacturer not complying with the Appeals Board decision within the time limit set by the Board and on the consumer submitting the case to the administrator of the warranty scheme within 6 months of expiry of the time limit for compliance laid down in the Appeals Board decision.

In those cases where the Appeals Board decides not to hear the case, e.g. because of a need for further evidence, the administrator of the warranty scheme agrees to rectify the defect(s). Where the manufacturer has gone bankrupt, is deceased or prevented from participating in the process in some other way, the VinduesIndustrien warranty scheme may choose to have an expert appointed who will ascertain the extent of any defects and shortcomings as well as the cost of rectifying these, provided the consumer accepts this course of action.

Article 4. WHICH conditions apply to payments under the warranty scheme?

It is a condition of coverage:

- that the window and/or external door is DVC-labelled and that, at the time of delivery, the window manufacturer was covered by the warranty scheme
- that the rectification of defects/delivery of replacement goods is carried out by a DVC-approved manufacturer
- that no payment is effected until the invoice for the rectification of defects/delivery of replacement goods has been presented.

Article 5. WHICH rules must the consumer comply with after presentation of claims under the warranty scheme?

It is a condition:

- that the consumer co-operates in a sufficient disclosure of the facts of the case and details his financial claim against the manufacturer who originally supplied the window and/or external door.
- that the consumer accepts that the administrator of the warranty scheme requisition a copy of the papers in the case from the Appeals Board or, if an order or award has been made by a court of justice or arbitration, have the papers forwarded by the latter.
- that the VinduesIndustrien warranty scheme may deduct from the payment to the consumer any sum which the manufacturer is owed by the consumer, notwithstanding that the amount owed may derive from a subsequent building project dispute or another contractual relationship between the parties. In case of disagreement about the calculation and legal basis of the amount, the VinduesIndustrien warranty scheme shall be entitled to withhold any payment pending a court decision, the reaching of a settlement or similar.
- that the consumer accepts that the VinduesIndustrien warranty scheme may request full or partial repayment of the money paid to him if the information provided by the consumer proves incorrect or incomplete.
- that the VinduesIndustrien warranty scheme shall in every aspect assume the rights of the consumer against the manufacturer who originally supplied the window and/or external door.

Article 6. WHAT does the VinduesIndustrien warranty scheme cover?

The VinduesIndustrien warranty scheme covers defects and shortcomings in DVC-labelled windows and external doors fitted to properties in Denmark, excluding the Faroe Islands and Greenland. Coverage applies up to a maximum of DKK 10,000 incl. VAT per component/unit. Coverage is subject to the respective maximum limits stated in Article 7. No coverage shall apply to losses which can be attributed solely to special warranty obligations undertaken by the manufacturer.

No coverage shall apply to losses arising as a result of the primary defect; thus damage to home contents, moveable property and personal effects etc. shall not be covered. Furthermore, there shall be no coverage for indirect losses suffered by the consumer, e.g. the costs of removal, putting furniture into storage, legal costs etc.

Article 7. WHAT IS THE MAXIMUM coverage under the VinduesIndustrien warranty scheme?

Coverage cannot exceed the amount which the decision requires the manufacturer to pay the consumer towards rectifying the defects/shortcomings. The VinduesIndustrien warranty scheme covers up to a maximum of DKK 200,000 incl. VAT per delivery. Coverage under the VinduesIndustrien warranty scheme is subject to an annual maximum limit of DKK 5,000,000 of which a maximum of DKK 1,000,000 can be paid per manufacturer covered by the scheme. These amounts constitute the aggregate for claims under the VinduesIndustrien warranty scheme in any one calendar year including those claims which could have been made in that calendar year but were not because the consumers did not submit them to the administrator of the warranty scheme within the time limit set out in Article 3.

Article 8. HOW are cases dealt with?

If the manufacturer does not meet his obligation to rectify defects/shortcomings, cf. article 4, the consumer may submit the case to the VinduesIndustrien warranty scheme which will inform the consumer whether the scheme will provide cover. If it will, the consumer may thereafter enter into an agreement with another DVC-manufacturer with a view to having the defects/shortcomings rectified. The undertaking to cover made by the VinduesIndustrien warranty scheme shall remain valid for 6 months from the date it was made. If requested to do so in writing by the consumer, the VinduesIndustrien warranty scheme may in special circumstances inform the consumer on an individual basis that the time limit has been extended.

If within 3 years of the undertaking being made the consumer has not made use of it, the undertaking shall have irrevocably lapsed and ceased to have effect.

Payment under the VinduesIndustrien warranty scheme shall be direct to the manufacturer who has rectified the defects/shortcomings. If the consumer has already paid for the rectification, the consumer shall be reimbursed in accordance with the terms and conditions in articles 6 and 7. Processing the claim will not be charged to the consumer but the VinduesIndustrien warranty scheme may charge the manufacturer for the time spent processing it.

Article 9. Obligations on manufacturers covered under the scheme

Manufacturers covered by the VinduesIndustrien warranty scheme are required to comply with the decisions made. As soon as the VinduesIndustrien warranty scheme has received a request for coverage as a result of non-compliance with a decision/ruling obliging the manufacturer to rectify defects/shortcomings or pay compensation, respectively, the VinduesIndustrien warranty scheme is entitled to request payment from the manufacturer of a sum equal to the cost of the rectification as determined or documented, respectively, by an expert.

In relation to VinduesIndustrien the manufacturer is required to comply with the rules which applied when he entered into the agreement with the consumer. Disputes shall be subject to the jurisdiction of the courts of Denmark.

Article 10. Marketing

Only manufacturers covered under the scheme are entitled to use the VinduesIndustrien warranty scheme for marketing purposes.

VinduesIndustrien's Executive Committee shall lay down detailed guidelines for the use of the VinduesIndustrien warranty scheme for marketing or other purposes.

Article 11. Inspection and control scheme

VinduesIndustrien's Executive Committee may establish guidelines for special inspection/control of window units at manufacturers who lose a case fully or in part at the Appeals Board.

Article 12. Entry into force

These rules shall apply from 1 September 2009.