

# The DVV Warranty



## Article 1. Objective.

### 1.1

The warranty includes a warranty declaration (hereafter referred to as the Warranty Declaration) issued by the DVV certified manufacturer mentioned below (hereafter referred to as the Warrantor), and a warranty scheme (hereafter referred to as the Warranty Scheme) set up by VinduesIndustrien (The Association of Danish Window Manufacturers) under Dansk Vindues Verifikation, the Danish window certification body, (hereafter referred to as DVV).

### 1.2

The objective of the Warranty Declaration and the Warranty Scheme is to protect buyers of DVV certified windows and/or external doors (hereafter referred to as the Consumer) for use in the Consumer's private dwelling, be it detached, semi-detached, an owner-occupied flat, a housing-cooperative property or holiday cottage or a private residence in a mixed-use residential and commercial property, including the farmhouse of an agricultural holding, and thereby create trust and confidence with the Consumer.

### 1.3

The warranty gives the Consumer rights against the Warrantor and, under certain conditions, ensures the Consumer under the Warranty Scheme.

### 1.4

The warranty does in no way curtail the Consumer's contractual and/or legal rights towards his supplier/contractor or the Warrantor.

## Article 2. Coverage period for the Warranty Declaration/ Warranty Scheme (complaint).

### 2.1

If within 5 years from the date of delivery by the Warrantor but not later, however, than 3 months after the defects have been or ought to have been discovered, the Consumer lodges a complaint of defects in workmanship and/or materials, this Warranty Declaration shall give the Consumer the rights against the Warrantor listed in Article 4. The product is labelled with the date of manufacture. The Consumer may be required to document the delivery date.

### 2.2

As to the visual quality of window panes cf. the Technical Requirements for DVV, annex 20, the time allowed for lodging complaints is 3 months from the date of commissioning, which for new buildings is the date of occupancy.

### 2.3

Any complaint must be lodged in writing to the Warrantor or to the contractor/supplier who has supplied the product to the Consumer.

### 2.4

Coverage under the Warranty Scheme, cf. Article 6, is conditional on the Consumer, in addition to what is listed in Article 2.1, having lodged a complaint with Byggeriets Ankenævnet (the tripartite Appeals Board established by the Danish Consumer Council, the National Homeowners Association and the Danish Construction Association) within 5 years of the date of delivery by the Warrantor.

## Article 3. Conditions of coverage under the Warranty Declaration.

### 3.1

The Warranty Declaration is issued under the following conditions:

- that the unit is DVV-labelled.
- that the unit has been fitted and maintained according to the Warrantor's fitting and maintenance instructions and to the description "Expected outcome of industrially surface-treated timber elements" of which the Consumer has received a copy.
- that the defect cannot be ascribed to conditions that have arisen after the unit was supplied by the Warrantor, including defects that may e.g. be attributed to incorrect storage, transport or fitting by a middle-man/contractor.
- that the unit has not been damaged by external influences e.g. breakage / thermal break, knocks, blows, movements in adjoining constructions or similar.



- that the unit has not been exposed to processing after delivery e.g. sanding, sand blasting, etching, painting, pasting, or other surface treatment.
- that the pane of the unit does not have "affixed" and/or "built-in elements" such as leaded panes, alarm system, Venetian blinds etc. which have caused misting inside the glazing unit.
- affixed "energy glazing bars" on panes do not alter the warranty.
- movable elements integrated in glazing units, locks or automatic air valves in the frames are not covered by the DVV warranty.

#### **Article 4. Scope of coverage for the Warranty Declaration.**

##### 4.1

In the case of a justified complaint for defects in workmanship and/or materials in the unit within the time limit mentioned in Article 2.1, the Warrantor is obliged to rectify defects/shortcomings, alternatively to supply a new product free of charge.

##### 4.2

Under this warranty, the Warrantor is not, however, liable for the cost of dismantling the old unit nor for installing the new unit nor for any additional work in relation to replacing the product.

If the product is no longer in production at the time a claim is made, the Warrantor shall be entitled to supply a similar product instead.

If the defect in workmanship and/or materials can be remedied properly by repair/partial replacement, the Warrantor may choose this option instead.

##### 4.3

Exchange/replacement of individual parts or repair does not extend the original warranty period.

#### **Article 5. Terms/conditions for coverage under the Warranty Scheme.**

##### 5.1

In addition to the conditions of coverage mentioned in Article 3 of the Warranty Declaration, the following conditions shall apply to be entitled to coverage under the Warranty Scheme, cf. Article 6:

- that the Warrantor does not comply with the Appeals Board's decision within the time limit set by the Appeals Board, cf. Article 2.4.
- that the Consumer submits his case to DVV within 6 months of expiry of the date set for rectification in the Appeals Board decision.
- that the Consumer co-operates in a sufficient disclosure of the facts of the case and details his financial claim against the Warrantor who originally supplied the window and/or the external door.
- that the Consumer accepts that DVV requisitions 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.
- that DVV may deduct from the payment to the Consumer any sum which the Warrantor 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, DVV shall be entitled to withhold any payment pending a court decision, the reaching of a settlement or similar.
- that the Consumer accepts that DVV may request full or partial repayment of the money if the information provided by the Consumer proves incorrect or incomplete.
- that DVV shall in every aspect assume the rights of the Consumer against the Warrantor who originally supplied the window and/or the external door.
- that the Warrantor has gone bankrupt, is deceased or prevented from participating in the process in some other way, DVV 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.



## **Article 6. Scope of coverage of the Warranty Scheme.**

6.1

The DVV Warranty Scheme covers defects and shortcomings in DVV-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.

6.2

The Consumer's coverage cannot exceed the amount which the decision, cf. Articles 5.1 and 2.4, requires the Warrantor to pay towards rectifying defects/shortcomings. The DVV Warranty Scheme covers up to a maximum of DKK 200,000 incl. VAT per delivery.

6.3

Coverage under the DVV 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 insured Warrantor. These amounts constitute the sums aggregate for claims under the DVV Warranty Scheme in any one calendar year including those claims which could have been made in that calendar year but were not, because the time limit set out in the Appeals Board's decision had expired, cf. Article 5.1.

6.4

No coverage shall apply to losses that can be ascribed solely to specially binding warranty commitments made by the Warrantor. There is no coverage for losses as a result of the primary defect, and 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. costs of removal, putting furniture into storage, legal costs etc.

## **Article 7. Procedure for handling cases and terms of payment under the Warranty Scheme.**

7.1

If the Warrantor does not meet his obligation to rectify defects/shortcomings, cf. Articles 5.1 and 2.4, the Consumer may submit the case to DVV which will inform the Consumer whether the scheme will provide cover. If it will, the Consumer may thereafter enter into an agreement with another DVV manufacturer with a view to having the defects/shortcomings rectified. The undertaking to cover made by DVV shall remain valid for 6 months from the date it was made. If requested to do so in writing by the Consumer, DVV 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.

7.2

Payment under the DVV Warranty Scheme shall be direct to the manufacturer who has rectified the defects/shortcomings. If the Consumer has already paid for the rectification, he shall be reimbursed in accordance with the terms and conditions in Article 6. Processing the claim will not be charged to the Consumer.

7.3

Coverage is conditional on:

- Rectification/new delivery being undertaken by a manufacturer approved by DVV.
- Payment being effected only when an invoice for rectification/new delivery has been submitted.

*The above Warranty Declaration, which has been filed with the Danish Competition Authority, was last revised on 18<sup>th</sup> of January, 2023.*



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