

PRODUCT WARRANTY CONDITIONS

Project name:
Address:
Client :
Order No:

SIA "ALUKON", registration Nr. 40003826920, represented by its Member of the Board Jurijis Babariks, acting under the powers of the Regulations of the company, (hereinafter - „ALUKON") guarantees for the Partner, as a user of thermally insulated aluminum facade and window profile systems, compliance with the data provided in the technical application documentation:

- Static values of the profiles
- Dimensional stability and allowances according to EN 12020
- Permeability of joints, as well as tightness against heavy rain and characteristics of wind load according to EN 12207, 12208 and 12210 if during the processing are observed our instructions.

1. If the Partner suffers losses during the use of profile materials at the building site and they comply with the guarantees observed in paragraph 1, ALUKON's liability is limited to post factum replacement of the defective product after the occurrence of the warranty event, which would be duly registered with product and damage description and pictures transferred to ALUKON.

2. This warranty does not cover claims for damages (i.e. downtime or loss of profits). In particular, further claims for damages (such as waiver of use or additional profits) are excluded from the guarantee and are therefore not part of this guarantee.

3. This guarantee is not applicable in the event of damage:

- due to the use of structural components, such as profiles, fittings or accessories, etc., which were not supplied by ALUKON;
- additional elements were fastened, attached and / or screwed to the structures without the written consent of ALUKON;
- the structures were manipulated by third parties during construction period;
- due to improper care and maintenance of built-in parts;
- can be explained by exceeding the values given in the catalogs, i.e. by using too large window and door elements.

4. The warranty cases for glass and glazing are defined as follows:

- dust or water penetration in the cavity of the insulating glasses;

5. Glass and glazing warranties do not apply to following cases (non-guarantee cases):

- Mechanical scratches on the glass surface
- Direct mechanical damage of the glass (impact or load on the glass);
- Thermal rupture (thermal stress);
- Natural disasters.

6. Where appropriate, independent experts may be invited to draw conclusions as to the cause or nature of the glass damage. This guarantee and the obligations assumed by ALUKON are valid only on condition that the Partner proves that he has fulfilled the following minimum conditions:

- All non-compliant defects in profile materials were immediately reported. The notification shall be made no later than seven days after the Partner has discovered these defects or should have established that this type of defect is applicable to the façade profile components supplied by ALUKON.
 - ALUKON is entitled to verify and perform an examination of the said defects in person or with the help of experts before fulfilling or acknowledging the customer's warranty service requirement. Replacement work requires prior consent and permission from ALUKON.
 - The company upon previous agreement with ALUKON will undertake all necessary measures to reduce the scope of the damages.
 - In any case the defective parts shall be kept until final settlement of the warranty claims and upon request they shall be submitted to SCHÜCO for examination.
 - Upon request of ALUKON the Partner company is obliged within adequate period of time to provide written description of the warranty case.
 - The constructions were used in accordance with the provisions of the instructions for use and maintenance / care.
 - Care and maintenance intervals were fulfilled for the structures.
7. ALUKON's liability under the warranty is limited to the replacement of the product under warranty.
 8. Upon request, as well as on terms and conditions agreed in each separate case, ALUKON will provide all necessary and reasonable assistance in the manufacture and delivery of replacement glass, even if the special case is not a warranty case.
 9. No claims regarding the structures shall be admissible after the Customer or a third party has manipulated the structures, cut them or changed them. ALUKON shall not be liable for any defects resulting from improper use, handling, maintenance, cleaning or treatment of the structures.
 10. No claims on structures are acceptable if the surface has been improperly treated with highly corrosive, abrasive care products, including but not limited to unsuitable adhesive tapes for covering windows, lime or cement splashes.
 11. ALUKON shall not be liable for damages to third parties, for possible consequential or indirect damages, or for labor costs.
 12. ALUKON certifies that it manufactures structures in accordance with European standards and requirements. The constructions are marked with the CE mark.
 13. The warranty does not apply to defects that have occurred due to the fact that the structures installed were not maintained in accordance with the guidelines for care and maintenance (Appendix No.1) and were not operated in accordance with the submitted operating instructions (Appendix No.2). as well as a result of negligent or abusive actions of the Customer or third parties.
 14. The legislation of the Republic of Latvia is binding on this guarantee. The competent court in case of all disputes arising as a result of this guarantee is the court of the Republic of Latvia.
 15. If necessary, contact SIA "ALUKON" Phone: + 371-67068870 or writing to e-mail alukon@alukon.lv

Appendix No.1 Guidelines for Care and Maintenance.

Maintenance and care intervals for aluminum facades and windows *

One time per year with documented evidence in writing and signed by a qualified person**.

Examination and maintenance procedures to be performed:

1. Fittings
 - 1.1. Fixation check
 - 1.2. Clearance setting of the leaf
 - 1.3. Lubrication of fittings, grease of moving parts
 - 1.4. Tightening of window handle
 - 1.5. Examination of operability
2. Joints and gaskets
 - 2.1. Joint check
 - 2.2. Corner joint check and, if necessary, repair
 - 2.3. Lubrication of joints with lubricant or protecting agent
 - 2.4. Examination of tightness of external connection joints of windows and vertically located façade parts, and other construction elements
3. Glazing
 - 3.1. Check of glass sealing
 - 3.2. Check of glass breakage
 - 3.3. Drainage check in glazing rebate
4. Frames and joints/leaves and frame structures
 - 4.1. Check of corner joints and T-joints
 - 4.2. Drainage check
5. Visual examination of the surface, if necessary cleaning or treatment shall be done.

* Specified intervals are applicable in case of normal use and under normal atmospheric conditions. For example, in case of high air pollution or different use might be required shorter intervals.

** Certified service partner (including maintenance invoices).