

# ALTATERRA PRODUCT GUARANTEE

Thank you for buying a Altaterra product. We are very proud of all that we produce and also that the great majority of Altaterra product owners never need to rely on a Altaterra Guarantee. If our customers have a concern regarding a Altaterra product, this Guarantee will help you to be clear about how we would be able to respond.

If you have questions or concerns in regard to your Altaterra product or its installation, please contact our Customer Support Department directly at the e-mail address listed below. Altaterra will seek to provide the best response and service possible.

Our trained Customer Support team members are available to talk over on the phone any questions or concerns you may have and which may then resolve matters in a way without the necessity of having to access your home or other location for an on-site visit.

In addition to this Guarantee, an end-user<sup>1)</sup> will have separate legal rights, which arise from the sale of a Altaterra product. Those rights are not affected in any way by this Guarantee. Guidance in regard to any separate legal rights can be obtained from us, the seller of the Altaterra product or other suitable adviser.

## 1. APPLICATION OF THIS PRODUCT GUARANTEE

Altaterra Ltd., company number 08-09-013626, located in Malom köz 1, 9431 Fertöd, Hungary ('Altaterra') offers end-users<sup>1)</sup> a Guarantee in regard to its Altaterra products as follows:

The Product Guarantee covers the products set out below:	Guarantee period:
<b>Roof windows and installation products</b>	
Altaterra roof windows including insulated glazing units and appropriate Altaterra flashings but excluding the gas struts if applied.	10 years
For insulating glazing unit with external toughened glass we provide a special guarantee against hail damage	Technical lifetime of the glazing unit
Installation products in the form of insulating frame collar, roofing underfelt collar, vapour barrier collar and support rafter	2 years
Altaterra flat roof windows but excluding the gas struts if applied.	10 years
Motors for operating Altaterra flat roof windows	2 years
Gas struts	2 years
Altaterra skylights designed for unheated, uninhabited spaces	5 years
<b>Loft ladders</b>	
Loft ladders and its accessories	3 years
<b>Blinds and sun-screening products</b>	
Internal blinds, insect screens and external manual awning blinds	2 years
External motorized shutters including electrical or solar-powered motor	3 years
<b>Products for operation</b>	
Manual or motorized operation accessories (e.g. rods and opening motor)	2 years
Other products used for electrical or solar-powered operation (control panels, control units, sensors, etc.), including components pre-installed by Altaterra in Altaterra roof windows and flat roof windows	2 years



## Spare Parts supplied by Altaterra

If a defect in a spare part is brought to our attention during the Guarantee Period<sup>2)</sup> which shall commence from the date it is sold or otherwise supplied to the first end-user<sup>3)</sup> Altaterra will, at its option: 1) repair the Altaterra product without charge for material or labour or 2) provide a replacement Altaterra product delivered free of charge to the original point of purchase or to the end-user<sup>1)</sup>. 2 years

Replacement Panes 5 years

## Other Altaterra products

Other Altaterra products NOT covered under the above 2 years

This version of the Altaterra Product Guarantee applies with effect from June 1<sup>st</sup> 2020.

If you are eligible to benefit from this Guarantee then without affecting any separate legal rights you may have, under this Guarantee, Altaterra will, at its option undertake one of the following: 1) repair the defective Altaterra product at a Altaterra location or at the end-user's<sup>1)</sup> location as shall be determined by Altaterra, or 2) provide a replacement Altaterra product free of charge to an a Altaterra location or to the end-user<sup>1)</sup> as determined by Altaterra, 3) refund the end-user<sup>1)</sup> the original purchase price for the Altaterra product, or 4) undertake such other options as relevant to the Altaterra product in question.

**This Guarantee will apply only to the Altaterra 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 Altaterra product is sold to the first end-user<sup>3)</sup> and which will expire at the end of the relevant Guarantee Period<sup>2)</sup> for the Altaterra 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 Altaterra 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 Altaterra 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.

In addition, this Guarantee will not apply in regard to any defects which result directly or indirectly from neglect including (but not limited to) where there has been a failure to maintain, carry out regular testing and/or servicing, or due to neglect in maintenance of the product as described in the user/maintenance instructions or directions for use, or where the defect could have been prevented through maintenance as described in the user/maintenance instructions or directions for use. All such instructions or directions for use may be obtained from Altaterra or may be downloaded from [www.dakstra.com](http://www.dakstra.com).

Altaterra 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 Altaterra products or Altaterra software.

### This Guarantee does not cover claims relating to:

- 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;
- Cosmetic 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 Period<sup>2)</sup>, and which do not impair the view appreciably;
- Degradation of solar cells;
- Damage as a result of accident, including but not limited to accidental glass breakage, dome breakage or crazing;
- Faulty building design or construction;
- Movements in adjoining constructions or similar;
- Alterations of the covered Altaterra products, including processing after delivery e.g. sanding, sand blasting, etching, pasting or other surface treatment;
- 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;
- 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;
- Any other conditions similar to the above, irrespective of these being characterized as defects.

Altaterra does not by this Guarantee seek to limit or exclude liability which the end user's<sup>1)</sup> separate legal rights would make our attempts to do so unenforceable, subject to which Altaterra 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. This shall include no liability for product liability and Altaterra does not assume liability for losses caused directly or indirectly by incidents beyond the control of Altaterra, including but not limited to industrial disputes, fire, war, terrorism, import restrictions, political unrest, unusual natural occurrences, vandalism or other force majeure.

While Altaterra does not exclude, limit or seek to avoid liability which the end-user's<sup>1)</sup> legal rights would make unenforceable, subject to which Altaterra will not be responsible for any damage which occurs to persons or to property, including the covered Altaterra product itself, caused by any unauthorised attempt to repair or replace the Altaterra product.

Altaterra may, at its option, refuse to provide any or all remedies under this Guarantee if any unauthorised attempt to repair or replace a covered Altaterra product causes further damage. We advise that you do not attempt to repair or replace the Altaterra product without Altaterra authorisation and without which any claim regarding a defect which arises as a result shall be disclaimed.

It is the responsibility of the end-user<sup>1)</sup> to mitigate and minimize water damage or any other damage that a covered Altaterra product may cause.

## **5. WRITTEN COMPLAINT**

To make a claim under this Guarantee the end-user<sup>1)</sup> is required to give notice in writing of the claim within the relevant Guarantee Period<sup>2)</sup> and in any event within two months of the date after which the end-user<sup>1)</sup> became aware or ought reasonably to have become aware of the defect which is being claimed for. Visible defects must be documented by taking either photo or video before installation of the product. The written notice and acceptance of the present guarantee terms and conditions must be issued to an Altaterra to address listed below.

## **6. ADDITIONAL CONDITIONS**

If, at the time of repair or replacement the Altaterra product is no longer in production or is no longer made in the same version (form, colour, covering, finish etc.) Altaterra shall be entitled to repair or replace it with a similar Altaterra product.

Also, as a condition of this Guarantee, Altaterra shall have the right to request that the defective product is returned (at the cost of the end-user<sup>1)</sup>) to a Altaterra location or at the location of the end-user<sup>1)</sup> as determined by Altaterra.

## **7. GUARANTEE OF REPAIRED OR REPLACED ALTATERRA PRODUCTS**

Where under this Guarantee Altaterra has undertaken a repair or replacement of a Altaterra product, the original Guarantee Period<sup>2)</sup> relevant to that Altaterra 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 re-installation of a Altaterra 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**

Altaterra shall have the right to claim compensation for the costs of service visits if the end-user's<sup>1)</sup> claim is not covered by this Guarantee. In addition, the end-user<sup>1)</sup> shall pay any costs, including labour costs, incurred for the examination of the

Altaterra product, as well as any costs in connection with dismantling and re-installing the Altaterra product and the protection of the Altaterra 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 Altaterra product or its installation, please contact our Customer Support department directly at the address listed below.

## **11. CHOICE OF LAW AND VENUE**

This Guarantee is governed by and shall be construed in accordance with Hungarian law excluding its conflict of law rules. The competent court of Fertöd, Hungary shall have exclusive jurisdiction to settle any dispute arising out of or in connection to this Guarantee.

### **Notes - Supplementary explanations for the above provisions**

Note 1:

"End-user" means the natural or legal person who owns the Altaterra product and who has not acquired it with a view to reselling or installing it in the course of business.

Note 2:

The guarantee period begins from the date the Altaterra product is purchased from a Altaterra dealer which at the request of Altaterra must be substantiated with the original invoice or sales receipt. If the purchase date cannot be substantiated, the guarantee period will begin on the date of manufacture as indicated on each Altaterra product.

Note 3:

"First end-user" means the end-user, cf. note 1, who first acquires the Altaterra product from Altaterra, from a dealer or any other natural or legal person who resells or installs the Altaterra product in the course of business.

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