



# Profile Warranty Conditions

Status as of August 01<sup>st</sup> 2020

## § 1 Sustainability

VEKA-Products are manufactured with PVC as a basic material using the latest technical knowledge and innovative production methods. An integrated quality and environmental management system ensures high-quality and environment-friendly production.

## § 2 Object of the Warranty

- (1.) Provided that the conditions set out in these warranty terms are fulfilled, that the goods are processed in a way that is suitable for the material, that the product is used for the intended purpose and properly cared for, VEKA AG ("VEKA") guarantees the characteristics/composition ("Characteristics") of weather resistance and dimensional stability ("Warranty") for the period of up to 10 years as specified in the relevant Warranty certificate and within the geographical scope of application as specified in the Warranty certificate.
- (2.) The Warranty applies exclusively to the processing of the VEKA-products as specified in the Warranty certificate ("VEKA-Product") and their use within the geographical scope of application as specified in the Warranty certificate.
- (3.) If the conditions of the Warranty (§ 3) are fulfilled, the Warranty includes the guarantee, that the VEKA-Product will
  - a) not undergo a color change below level 3 according to the greyscale evaluation (EN 20105-A2) as a result of natural weathering and solar radiation within the period of time stated in the relevant Warranty certificate ("Weather Resistance") and
  - b) not cause inadmissible deformation ("Dimensional Stability"). Deformation is admissible as long as the agreed performance capabilities of air and driving rain resistance are maintained. In doing so, the operability of the turn-tilt fittings must still be ensured, i.e. the seals must be in contact and the locking torques must not exceed 10Nm (= class 1 according to EN13115). The limit value of permissible deformations is  $\leq 4\text{mm}$ . In individual cases, the deformation may also be more than 4mm without the product being classified as defective, if the performance capabilities ("Functionality") are maintained.
- (4.) The Warranty commences with delivery of the VEKA-Product by VEKA.

## § 3 Conditions of the Warranty

PVC-window frames and surfaces are subject to environmental and atmospheric pollution. Dust, dirt and other environmental influences as well as improper handling and cleaning can cause surface changes to the profiles, especially in conjunction with solar radiation, and can adversely affect weather resistance and



dimensional stability. VEKA will therefore only grant the benefit of Warranty if the cumulative fulfillment of the following conditions is evidenced:

- (1.) Processing of the VEKA-Product in accordance with the recognized rules of technology and in compliance with VEKA's processing guidelines valid at the time;
- (2.) proper assembly of the end products manufactured from VEKA-Products in accordance with the recognized rules of technology;
- (3.) regular cleaning according to the following care and cleaning instructions:
  - a) clean and care only with a soft cloth and clear water in case of ordinary soiling,
  - b) use a soft cloth with lukewarm water and pH-neutral, fragrance- and colour-free detergent according to the manufacturers' dosage instructions in case of visible soiling,
  - c) use a cleaner that has been approved for PVC profiles, such as the cleaning agent contained in the VEKA Maintenance Kit in case of stubborn soiling,
  - d) limit the duration of exposure of the VEKA-Product to any cleaning agents used in accordance with the previous instructions,
  - e) to conclude the cleaning process, remove all residues of the cleaning agent used by rinsing generously with clear water,
  - f) abstain from using abrasive cleaning agents, roughening sponges, cloths, brushes, solvent, thinner or steam cleaner; and
  - g) avoid to expose the VEKA-Product to any kind of skin cream, especially sunscreen (as even a short exposure can lead to a permanent optical change of the surface)
- (4.) existence of a not insignificant deviation from the Characteristics described in the Warranty certificate - except for cosmetic flaws - in accordance with these Warranty conditions at the time of risk transfer; due to the wide range of climatic and other environmental influences in natural weathering and to ensure good reproducibility, the Weather Resistance of VEKA-Products shall be verified according to EN 513 in the xenon test according to ISO 4892-2.
- (5.) proper storage and handling of VEKA-Products and the intermediate and end products manufactured from them by the customer. Improper storage and handling is assumed in particular if damage is caused during production processes, during transport, assembly, cleaning, by vibration, abrasion, mechanical damage, negligence, intentional damage, soiling or other influences, unless the damage is caused exclusively by natural weathering; and
- (6.) the complaint covered by this Warranty is notified to VEKA in writing immediately, but no later than 4 weeks after its occurrence, and VEKA will be given the opportunity to examine the VEKA-Product complained about on site before any dismantling.

#### **§ 4**

#### **Scope of the Warranty**

- (1.) VEKA shall remedy any deviations from the guaranteed Characteristics occurring within the Warranty period at its own expense by taking appropriate measures according to its own assessment.
- (2.) Compensation for consequential damage caused by a deviation from the guaranteed Characteristics and the right to compensation for damages exceeding the Warranty, whether



arising from contractual or non-contractual liability, including the right to compensation for futile expenditure and the right to compensation for lost profits, as well as liability for damage caused by the VEKA-Product to legal assets of the customer or third parties, e.g. damage to other objects, are excluded. This does not apply to the liability for damages resulting from an intentional or grossly negligent breach of duty by VEKA or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of VEKA, nor to liability for culpable injury to life, body or health. The mandatory liability under the Product Liability Act or comparable mandatory provisions of a foreign legal system shall remain unaffected. Insofar as VEKA is not accused of intentional or grossly negligent breach of contract or culpable injury to life, body or health, liability for damages is limited to foreseeable, typically occurring damage.

- (3.) Performance or service under this Warranty do lead to a suspension or interruption of the Warranty period. This applies in particular (but not limited to) service repair and/or replacement.

## **§ 5**

### **Miscellaneous**

- (1.) Any transfer of rights under this Warranty requires the written consent of VEKA.
- (2.) The Warranty replaces all previous guarantee statements made by VEKA to the customer named in the Warranty certificate, regardless of the form in which these statements were made.
- (3.) The Warranty is subject to the Warranty certificate and/or Warranty conditions ("Documents") valid at the time of delivery of the VEKA-Product. The submission of an updated version of the Documents shall replace all versions valid up to that time. The validity of the Documents used up to that point in time for deliveries of VEKA-Products already made shall remain unaffected.
- (4.) Should a provision of these Warranty conditions be or become invalid in whole or in part, or should the contract contain a regulation gap, the validity of the remaining provisions shall remain unaffected. In place of any invalid provision, an effective provision shall be deemed to have been agreed upon which comes as close as possible to the economic purpose intended by the parties.
- (5.) The Warranty is subject to German law under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (6.) Exclusive place of jurisdiction for disputes arising from or in connection with the Warranty and/or the Documents is Münster (Westfalen), Germany.