

ARADAS GLASS N° 3

ANNEX N° 3, 16-07-2019, Version N° 2

Direct buyer confirms that is aware of ARADAS GLASS Annexes N° 2, 3 and 5 and undertakes liability regarding transfer of information provided here in to the third party.

ARADAS reserves the right to improve and complement this document. Documents can be found <https://www.aradas.lt/customer-service/>

ANNEX N°3

16-07-2019
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WARRANTY

This warranty is applied to insulating glass units, according standard EN 1279. Warranty applies to direct buyer for the period of 5 years after the date of production and after receipt of full payment for the delivered production.

We hereby guarantee that:

1. Transparency of glazing units will not change.
2. In argon filled insulating glass units, argon concentration will be not less than 90 (-5;+10)%.
3. With reference to the terms and conditions set in this document, including terms and conditions of ARADAS GLASS Annex No 2 and No 5, we issue a warranty only regarding defects which ARADAS undertakes responsibility, as referred to in Annex No 2.

Terms and conditions of the warranty:

We guarantee production of new glass unit free of charge, repair of existing unit, or compensation of the initial invoice value, excluding all other related damages. The manufacturer accepts no liability for damages, claims, otherwise generated or arisen direct or indirect costs for manpower, materials, etc. Warranty is considered valid provided that the buyer acknowledges that during delivery of the product it was not damaged and had no defects. Insulating glass units were operated in well manner (ARADAS GLASS Annex No 5), windows or glass units (in case of bonded glazing for doors, windows and curtain walling) were provided with certified maintenance, inspections and/or service during the warranty period.

Warranty for produced a new products:

Warranty period of initial (original) product applies to insulating glass units replaced in accordance with this warranty. This period will not be extended after changing the product with the new one.

Procedure for claims handling:

Potential defects (according ARADAS GLASS Annex No 2) must be reported to the manufacturer in writing immediately after determination thereof. Manufacturer reserves the right to consider the claim as invalid, in case of not filled claim form, insufficient information for assessment of defect, also if defect does not exceed permissible norms or is not defined in ARADAS GLASS Annex No 2. Manufacturer reserves the right to claim for return or inspection of potentially faulty product in the object, including compensation for visits of manufacturer's representatives, additional transportation, deinstallation or re-installation, etc. related expenses, if the claim falls out of the scope of undertaken warranty obligations. If the person issuing the claim cannot ensure safe access to the products, manufacturer's representative or other invoked persons have the right to resign to carry out inspection or repair of such product until assurance of safe access to products will be. In such cases, the manufacturer is not considered to be liable for delay of inspection or repair and for related potential loss. The manufacturer unilaterally undertakes the decision regarding acknowledgement of the warranty and its handling procedure. In case a specific product or its identical version is not in the market anymore, during replacement or repair of the product, the manufacturer has the right to repair or replace it with a similar one. Compliance of declared performance characteristics and quality with manufacturer's declared values can be verified only during the warranty period by the certified body and only applying methodology and/or devices specified in European standards.

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Warranty is not applied in the following cases:

1. In case of cracked, scratched, broken, or otherwise damaged insulating glass units, unless it was determined at the moment of delivery. Fact of damaged insulating glass unit(s) must be marked in shipment bill of lading (in the territory of Lithuania), in shipment bill of lading and CMR (in foreign countries) with signatures of both parties. One copy is provided to the accepting person, the other – to the driver.
2. If insulating glass units were transported, stored, warehoused, installed and operated not in compliance with instructions (ARADAS GLASS Annex No 5).
3. For insulating glass units that:
 - a) are used or mounted without drainage system or in other way, due to which moisture collects around the sealant;
 - b) are treated, modified, or damaged;
 - c) are installed in incorrectly assembled frames;
 - d) are installed in places, where vibration or structural deflections are possible;
 - e) are installed higher than recommended without pressure valves;
 - f) are installed in zones, featuring high humidity (e.g., nearby pools);
 - g) are close to sources of heat exposure and are not suitably covered to disperse heat;
 - h) have insignificant difference in color that were at the moment of product delivery and this does not extremely reduce visibility;
 - i) have glass pane(s) discoloration, corrosion due to adverse weather conditions or other (e.g., acidic rain, salt, stagnant water or dirt, chemical substances, cleaners, etc.);
 - j) have optical phenomena, which is visible as interferential colored stripes called as “Brewster’s Fringes”;
 - k) have visual distortions caused by the process of toughening;
 - l) where accumulates condensation on insulating glass units’ pane(s) from inside or outside of the building (e.g., due to weather conditions or high humidity inside the building);
 - m) have structure or dimensions of which are not in compliance with manufacturer’s recommendations;
 - n) contain customer’s glass pane(s);
 - o) contain glass pane(s) with lead stripes;
 - p) contain patterned glass pane(s), when pattern is oriented towards inside of insulating glass unit;
 - q) are broken at customer due to mechanical or thermal reasons;
 - r) are produced according templates provided by the customer. In this case, we do not guarantee accuracy of dimensions or position of inserts.

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