

## **GUARANTEE TERMS OF AS SAKU METALL**

### **1. General terms**

1. AS Saku Metall Uksetahas provides a 2 (two) year warranty for the products sold against possible construction, production, and material defects. For the torsion springs of sectional doors have a 2 (two) year warranty or 15,000 running cycle (whichever comes first). The MFZ Ovisor automation used in assembling the products of AS Saku Metall Uksetahas has a 1 (one) year warranty.

The period of guarantee shall commence as from handing over of the product to the purchaser. An invoice or purchase receipt certifying the purchase that is prepared according to the requirements, shall form a base for guarantee.

2. During the period of guarantee a rights of the purchaser that are prescribed by law, as well as the conditions and obligations under this document shall be relied on.

3. A validity of the guarantee conditions requires adherence to all conditions that are stipulated in this document.

4. In addition to rights arising from guarantee, the consumers shall also have other rights arising from law.

### **2. Contents of guarantee**

1. The warranty covers: superficial damages to the product which can be visually detected from the distance of 1-2 metres when the light falls from behind; defects in the construction, manufacturing and materials of the products and damages caused by such defects to the products of which the official representatives or resellers of AS Saku Metall who are involved in the maintenance and reparation have been notified in writing, shall be covered by the guarantee. The guarantee shall cover reparation expenses of the aforementioned defects and the damages caused by such defects to the products.

2. The official representatives or resellers of AS Saku Metall who are involved in the maintenance and reparation, shall organise and perform reparation of defects in the products that are covered by the guarantee. The period of time, during which it was not possible to use the product normally due to its defects and during which the product was repaired under guarantee, shall be added to the normal period of guarantee.

3. The fire doors and security doors are produced in accordance with the approvals and technical documentation issued by official authorities of the EU countries the doors have been tested and certified.

### **3. Limitations of the guarantee**

1. This guarantee shall be valid provided that the product is installed, used and maintained pursuant to the installation, user and maintenance manuals of the product.

2. The performance of works that are described in the maintenance and user manuals, shall be payable.

3. The guarantee shall not cover breakdowns and damages that are caused by details, materials or parts that are added to the product, which fail to conform to the installation and user manuals.

4. The guarantee shall not cover breakdowns and damages that are caused by incorrect installation, use and maintenance of products. In case the product has been purchased together with an installation service, then also the installation works shall be covered by the guarantee.

5. The guarantee shall not cover affecting of the characteristics of products caused by different environmental impacts such as temperature changes, wind effect, slides of building constructions, air pollution (dust etc.).

6. The guarantee shall not cover changes in the characteristics of products that are caused by failure to maintain the product. For instance, the guarantee shall not cover adjusting of torsion springs of liftable doors, door latches, door locks and other devices.

7. The guarantee shall also not cover breakdowns that are caused by reckless damaging or breaking of the product, by other unforeseeable circumstances and circumstances constituting Force Majeure (such as fire, etc.).

8. The warranty does not cover corrosion damage caused by damage to the paint coating or the surface of the product.

9. The warranty does not cover the breaking of the already installed glass or glass package, as the factors affecting it are no longer under control of AS Saku Metall Uksetahas.

Examples of such factors include:

- Mechanical shock to the glass, which may be due to:
  - Careless handling, storage and/or transport of glass by the customer; transport or storage of glass in a horizontal position. The glass must always be transported, stored and lifted vertically.
  - Shock to the glass with a soft or hard object.
- Mechanical pressure to the glass, which may be due to:
  - Flexural load on the glass during the sinking of the building
  - Spot load on the edge of the glass
  - Structural deformation
- Uneven heating of the glass (temperature difference of 40 °C is dangerous for glass that is not toughened), which may be due to:
  - Shadows falling on the glass, resulting in high-temperature variations
  - Installing a film, aluminium foil, self-adhesive profile, etc. on a whole insulated glass unit or part of it
  - Abnormal heating of the glass when the Venetian blinds or roller blinds are installed behind the glass unit, leaving no adequate air gap.
- Vibration, which may be due to:
  - Vibration caused by the noise of airplanes, heavy vehicles, explosions
  - Impacts, shocks, especially on careless opening or closing the window or door

10. The guarantee shall also not cover normal wear of or minor defects in the product that do not influence the targeted use of the product such as scratches in or wear of the surface of the product.

11. Consumables, such as batteries for the remote control for opening the door, electric filament lamps for door's automatics, etc. and also the torsion springs for liftable doors, which number of cycles worked is exceeded the endurance limit granted by the manufacturer, shall not be replaced under guarantee.

12. The terms and conditions of the warranty do not apply to the locks and fasteners removed from doors procured, installed, or used by the Contracting Entity.

13. The guarantee shall not be valid without the purchase receipt or the invoice that is prepared according to the requirements or upon absence of these guarantee conditions.

14. The period of guarantee shall be discontinued upon failure to perform the payment obligations after the receipt of the product.

#### **4. Measures to be taken upon becoming evident of defects**

If you have discovered a defect in the product during the period of guarantee, please proceed as follows:

1. Ensure that you have fulfilled all instructions and conditions stipulated in this document and check the existence and correctness of the guarantee documentation.
2. Send a written notice to the official representative or reseller of AS Saku Metall who is involved in the maintenance and reparation, not later than within 14 days or, in the event of consumer sale, within two months.
3. AS Saku Metall or the reseller shall send a competent employee to check your product at the first opportunity, but not later than within 5 working days as of the receipt of the written notice.
4. Present to the representative of AS Saku Metall the document certifying the purchase and the Reclamation form.
5. The representative shall verify the defect and, if possible, identify its reasons and mark it in the Reclamation form.
6. If it becomes evident, as a result of inspection of the alleged defect and its verification, that the product conforms to the requirements and no defect can be identified, then the sender of the written notice shall bear the verification expenses. Upon arising of disagreements, the case shall be settled pursuant to the procedure prescribed in law.

7. Only the official representative or reseller of AS Saku Metall who is involved in the maintenance and reparation, shall perform the guarantee verification and the guarantee works.

8. The guarantee works shall be performed during normal working hours, respectively on working days from 9.00 until 17.00.

The representative or reseller of AS Saku Metall who is involved in the maintenance and reparation, shall have a right to demand additional remuneration for reparation works that are performed outside the working hours.

#### **5. Manuals necessary for the guarantee**

Installation, use and maintenance of the products shall conform to the installation, user and maintenance manuals of AS Saku Metall or the manufacturer of the product. Those manuals shall belong to the guarantee conditions.

#### **6. Product's details**

Name of the product.....

Purchase order No. ....

#### **6. Contact details**

##### **AS Saku Metall Uksetehas Production and project sale**

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