



Dakea

Product Guarantee

Cover

Dakea grants the end user a 10-year guarantee for all of its roof windows (excluding cold room windows), including panes and flashings.

Dakea grants the end user a 2-year guarantee on cold room windows, blinds and sun-screening accessories.

The guarantee applies to the aforementioned products that have been delivered to the first end-user after 1 May 2012.

Commencement

The guarantee period commences when the new product is delivered to the first end-user.

If the end-user is unable to document the time of delivery, Dakea reserves the right to determine the commencement of the guarantee on the basis of documentation rendering the production date probable.

Extent of guarantee

The guarantee covers defects due to material, production or structural faults.

Where valid complaints are made during the liability period, Dakea's liability will be limited to free delivery of a new equivalent product or component. Dakea is, however, entitled to remedy defects where a remedy in Dakea's opinion can be made properly. Dakea does not assume liability for costs of dismantling the old product, processing a new product, installing a new product, or similar costs.

OTHER THAN EXPRESSED IN THESE TERMS, DAKEA SHALL NOT BE LIABLE FOR ANY LOSS, COSTS, EXPENSES INCURRED DIRECTLY OR INDIRECTLY BY THE END-USER AND SHALL NOT OTHERWISE BE LIABLE TO PAY DAMAGES OR COMPENSATION.

DAKEA DOES NOT ASSUME LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGE AND LOSS, OR PRODUCT LIABILITY OTHER THAN WHAT MAY FOLLOW FROM MANDATORY LAW.

Dakea does not exclude or limit its liability in negligence for death or personal injury, or for fraud or wilful default, or otherwise insofar as any exclusion or limitation of its liability is void, prohibited or unenforceable by law.

The providing of replacement products or components or repair shall not extend the original guarantee period.

Written complaint

To invoke this guarantee, the end-user shall lodge a written complaint within the guarantee period with Sterlingbuild within one month after the end-user discovered or ought to have discovered the defect.

Non-coverage

This guarantee does not cover:

- Any discolouration of non-visible parts
- Change of colour and fading caused by the sun/condensation/acid rain/salty splashes or any other conditions with corroding or material-changing effect
- Any discolouration or deterioration in the wood due to failure to sand and revarnish the wood at least every 2 years
- Knots in the wood
- Natural variations in colour of the wood, as well as aluminium and steel and slight imperfections – including colour variations in the pane – that do not materially decrease the view or any other similar conditions, irrespective of whether these may be designated as defects
- Defects or damage as a direct, or indirect, result of:
 - Faulty installation, i.e. installation made contrary to the installation instructions or (in the absence of such instructions) contrary to good craftsmanship
 - Installation outside the recommended installation areas
 - Faulty operation or misuse
 - Neglect of maintenance as described in the directions for use or (in the absence of such directions) neglect of usual maintenance
 - Use of incompatible spare parts or accessories (e.g. power supply)
 - Transportation or any other form of handling
 - Product modifications
 - Force majeure
 - Other defects or damage that are not due to material, production or structural faults, whereas the preceding enumeration is not exhaustive

Miscellaneous

In addition to this guarantee the applicable mandatory rules of law apply. This may have the effect that on some points the end-user's rights might be better than those indicated in the present guarantee. The guarantee does not limit the rights that the end-user may have towards any dealer from whom the end-user purchased the product.

What do you need?

If you need to contact Sterlingbuild regarding your product guarantee, please have to hand your original order confirmation or invoice, as well as your window code, if applicable.