

5 YEAR WARRANTY

Project:	
Customer Name:	
Customer Order Ref:	
Our Order Ref:	

Issue Date:

- 1. This warranty applies to all sealed units manufactured in accordance with EN 1279: Insulating glass units, by Euroview Architectural Glass Limited for the above named project as per the attached Euroview Architectural Glass Limited Warranty Analysis Report, subject to the conditions stated herein.
- 2. Euroview Architectural Glass Limited warrants to the Buyer that if any unbroken insulating glass unit is, through faulty manufacture, affected by material visual obscuration due to condensation, or in the case of coated glass, deterioration of the coating in the five years of the warranty period we would, at our own option, either supply a replacement insulating glass unit or pay the reasonable cost of a replacement insulating glass unit. Euroview Architectural Glass Limited shall not be responsible to meet any costs of installation, or any glazing in respect of any replacement for any insulating glass unit, or any decoration, all of which costs shall be the responsibility of the Buyer.
- 3. This warranty does not cover consequential damage or loss of whatever nature and howsoever arising whether from failure of the existing sealed unit, or from the de-glazing and the re-glazing of a replacement sealed unit, or otherwise.
- 4. Euroview Architectural Glass Limited shall have no liability in respect of any claim under this warranty unless:
 - a. All insulating glass units manufactured are of Euroview Architectural Glass Limited manufacture and have been approved to appropriate National and European Standards.
 - b. The acceptance by Euroview Architectural Glass Limited of any claim under this warranty is conditional upon our representative being given a reasonable opportunity to inspect the unbroken sealed unit before it is de-glazed or preferably during deglazing.
 - c. If upon inspection by a Euroview Architectural Glass Limited representative, it is found that the sealed unit was not of faulty manufacture, we will submit a charge for the cost of the inspection.

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- d. The insulating glass unit has been maintained in accordance with the Euroview Architectural Glass Limited maintenance requirements in appendix 1 of this warranty.
- e. If the claimant challenges the result of our inspection, a mutually acceptable independent body, such as the GGF may be appointed, and subsequently all charges relating to both inspections will be paid:
 - i. By Euroview Architectural Glass Limited if the decision is in favour of the claimant
 - ii. By the claimant if the decision is in favour of Euroview Architectural Glass Limited
- f. The insulating glass unit(s) in respect of which the claim is being made have been handled, stored, installed and maintained in accordance with current best practice as defined in British Standard 8000 Parts 0 & 7, BS 6262 (or such other subsequent or amended applicable standards) or the Glass and Glazing Federation Data Sheet 4.2 (System Design and Glazing Considerations for insulating glass units) and appropriate Glazing Compound Manufacturers technical specifications, and any subsequent recommendations of Euroview Architectural Glass Limited
- 5. All replacement sealed unit(s) supplied will be on a "like for like" basis using standard components available at the time of construction. Should it be necessary to source the replacement sealed unit from another supplier, this warranty would not apply for that product.
- 6. This warranty applies only to sealed units installed within the United Kingdom

7. This warranty does not apply to:

- a. Insulating glass units with cavity widths of less than 12 millimeters.
- b. Sealed units, which have not been maintained completely in accordance with current industry recommendations (a copy of which is available upon request in writing to Euroview Architectural Glass Limited) and/or any recommendations/methods of the glazing system manufacturer.
- c. Sealed units showing the optical phenomenon occasionally seen as interference colour bands, known as "Brewster's Fringes".
- d. Insulating glass units which have been exposed to abnormal conditions in service or, been used or transported at altitudes over 800 metres, unless the warranty has been specifically extended in writing to cover that use or transportation.
- e. Insulating glass units intended for structural glazing systems requiring specific ultra violet tolerance factors, unless a design variation incorporating ultra violet resisting seals has been stated in the original specification by the buyer and confirmed in writing with Euroview Architectural Glass Limited.
- f. Insulating glass units to which any surface coating or film have been applied after

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- leaving the manufacturing site, unless formally approved by Euroview Architectural Glass Limited.
- g. Insulating glass units affected by influences beyond the control of Euroview Architectural Glass Limited, e.g. incorrect installation, poor maintenance, building subsidence or movement, frame distortion, nickel sulphide or other inclusions, etc.
- 8. A claim is only valid when it is made in writing to Euroview Architectural Glass Limited, 18 Eastways, Witham, Essex, CM8 3YQ, prior to the fifth anniversary of the date of dispatch of the insulating glass unit from Euroview Architectural Glass Limited.
- 9. Any replacement for an Insulating glass unit to be provided under the terms of this warranty shall be the nearest available equivalent product reasonably obtainable at the time of replacement, and will be delivered to the buyers normal place of business. Any replacement insulating glass unit shall be warranted for a term which expires the same date as the original term of five years referred to in this warranty
- 10. This warranty does not form part of any contract of sale, but is not intended to affect, or otherwise replace, rights or obligations conferred by any contract of sale, or by Common Law.
- 11. Applicable Law: Any claim under this warranty will be governed by the laws of England and shall be referred to a court having jurisdiction in England.
- 12. The benefit of this warranty is not assignable or transferable to third parties
- 13. Please Note:

COMPLIANCE WITH EUROVIEW ARCHITECTURAL GLASS LIMITED MAINTENANCE RECOMMENDATIONS IS ESSENTIAL. FAILURE TO COMPLY WITH THEM WILL INVALIDATE THIS WARRANTY.

Daniel Harrendence

Sales Director of Euroview Architectural Glass Limited.