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## WARRANTY TERMS

### 1.1 Scope of warranty

Finnglass Oy (“**Finnglass**”) grants limited warranty (“**Warranty**”) determined in these warranty terms (“**Warranty Terms**”) for the following glass units:

- (i) insulated glass units manufactured by Finnglass in accordance with standard EN 1279 “Glass in building. Insulating glass units” supplied for construction use;
- (ii) single-glazed laminated glass units in accordance with standard EN 14449 “Glass in building. Laminated glass and laminated safety glass” supplied for construction use; and
- (iii) electrically heated glass units concerning the electrical functioning therein.

Regarding insulated glass, the Warranty covers the following found in insulated glass units:

- (i) any manufacturing defects due to which the insulated glass is not in compliance with Finnglass’s written quality criteria (“**Quality Criteria**”) applied with these Warranty Terms;
- (ii) defects concerning air-tightness, which means that condensation water is accumulated in the gas cavity between the panes.

Regarding single-glazed laminated glass units, the Warranty covers defects concerning formation of air bubbles between the panes (delamination), however taking into account the deviations permitted in the Quality Criteria.

Regarding electrically heated glass units, the Warranty covers their electrical functioning, which refers to the following:

- (i) the resistance value of electrically heated glass remains in accordance with the value in the measurement record supplied together with the glass at tolerance  $\pm 30\%$ ;
- (ii) in shaped electrically heated glass units with deviating (non-rectangular) shapes the evenness of heating may vary by area, however so that the reported efficiency on the whole corresponds with the planned overall efficiency of the glass unit at tolerance  $\pm 30\%$ ;
- (iii) shaped electrically heated glass units may also include areas that do not warm up and whose size and shape depend on the dimensions and shape of the glass element.

The Warranty of Finnglass in accordance with these Warranty Terms shall be valid for the purchaser/client (“**Client**”) of the glass unit. The Warranty of Finnglass shall in no case cover the costs or damage that is caused directly or indirectly to a party other than the Client.

The Warranty in accordance with these Terms only concerns the defects covered by Warranty mentioned in this section 1.1 which are reported within the warranty period in accordance with these Warranty Terms and within the complaint periods mentioned below.

### 1.2 Warranty period

The warranty period starts from the date of delivery in accordance with the agreed delivery clause of insulated glass (Incoterms 2010/Finnterms 2001 or other delivery terms agreed on by the Supplier and Client) or from any earlier date on which the products were ready for pick-up for the Client in accordance with the said delivery clause, and the duration of the warranty period is as follows:

- 5 years for insulated glass units installed in buildings (excluding insulated glass installed in inclined roof/façade);
- 2 years for the following insulated glass units:
  - insulated glass installed in inclined roof/façade;
  - insulated glass installed in cold, unheated buildings;
  - insulated glass installed in severe and aggressive conditions (excessive heat, cold, humidity, UV radiation, chemical fumes, vibration; e.g. saunas, swimming pools etc.);
  - special-shaped insulated glass units on round-shaped (curved) sides;
- 5 years for single-glazed laminated glass units installed in buildings;

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- 5 years concerning the electrical functioning of electrically heated glass units (see the definition of electrical functioning above in section 1.1).

The warranty period for a glass unit replaced with a new one under the Warranty shall be calculated from the delivery date of the original glass unit determined above, and the warranty period shall not be extended as a result of replacement of the glass unit.

Taking into account what is ordered about complaints in section 1.4.2, all claims based on Warranty shall be presented to Finnglass within the aforementioned warranty period at the latest.

### 1.3 Rights related to Warranty

If a defect referred to in section 1.1 included in the scope of Warranty occurs in the delivered glass unit during the warranty period, the Client has the right to choose from the following options:

- replacement glass unit which is delivered to the Client by Finnglass at its own expense; or
- refund invoice and returning of payment the amount of which is the price of the original glass unit delivered.

The Client's means of legal protection in cases covered by Warranty are listed comprehensively above, and thus the Client is not entitled to demand any other compensation or measures from the Supplier.

Finnglass may cover the replacement costs of a glass unit replaced under the Warranty according to a calculation approved beforehand, if the Parties agree on this beforehand in writing.

### 1.4 Limitations and requirements of Warranty

#### 1.4.1 Limitations of Warranty

Warranty does not apply to insulated glass units the manufacture of which involves:

- patterned glass (according to EN 572-5);
- polished wired glass (according to EN 572-3);
- capillary tubes;

Warranty does not apply to the following, either:

- insulated glass units in which the ratio of the sides is greater than 1:6;
- round insulated glass units; or
- insulated glass units manufactured by Finnglass that deviate from the minimum (150x220 mm) and maximum dimensions (2700x4000 mm).

For the sake of clarity it is stated that the following defects and breakage or damage of glass shall also be outside the scope of the Warranty:

- alleged visual defects of the glass unit which shall be assessed on the basis of the relevant section of the Finnglass Quality Criteria;
- breakage or damage of glass during transport;
- breakage or damage of glass after installation, if the breakage is caused by a reason other than a manufacturing defect covered by Warranty as referred to above in section 1.1.

The Warranty in accordance with these Warranty Terms does not concern glass units that are installed in buildings outside the territory of Finland. Granting Warranty in accordance with these Warranty Terms for installations that take place outside the territory of Finland requires a separate agreement between Finnglass and the Client.

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#### 1.4.2 Complaints

The Client shall notify Finnglass about any defects covered by Warranty without delay and within 14 days at the latest from the time when the defect was detected or the defect should have been detected. The Client shall take photos of the glass units with the alleged defect that are the object of complaint and attach them to the complaint sent to Finnglass in writing (or by e-mail).

The following shall be mentioned in the complaint:

- name and address of the complaining party;
- description of the defect on which the complaint is based;
- grounds for the complaint;
- manufacturer of the glass units;
- time of production of the glass units;
- product name, composition (glass types, width and type of parting strip), dimensions and number of the glass unit;
- name and address of the party that performed the installation of the windows or façade;
- the building or object in which the glass units that are complained about are installed.

The Client that presents a complaint shall be obliged to show that the glass unit has a defect covered by the Warranty as referred to in section 1.1 of the Warranty Terms.

If so demanded by Finnglass, the Client that presented a complaint shall reserve an opportunity for Finnglass to ensure that the complaint is justified by having the said glass unit inspected by a representative and/or expert authorised by Finnglass. If it appears as a result of the inspection that the complaint was justified, the costs related to the inspection shall be paid by Finnglass. If it appears as a result of the inspection that the complaint was not justified, the Client that presented the complaint shall compensate to Finnglass the costs related to the inspection. The Client that presented a complaint may in turn invite its own expert to participate in the inspection, and the costs of that expert shall be paid by the Client that presented the complaint.

Complaints that are filed at the right time, are justified and drawn up and submitted in accordance with the requirements shall be solved by Finnglass either by replacing the defective glass unit with a new one or refunding the price of the glass unit to the bank account of the Client that presented the complaint. Replacing the glass unit with a new one means that Finnglass shall deliver new glass units to the Client at its own expense. The additional costs arising from the changing of the glass units shall be compensated by Finnglass only in case a supplement agreement between the Client and Finnglass on compensating such costs has been drawn up beforehand.

#### 1.4.3 Requirements of Warranty

The validity of the Warranty granted for the glass units by Finnglass also requires that:

- the glass units have been installed in compliance with installation instructions and internationally accepted standards or according to the structural drawing confirmed by Finnglass;
- the installation and maintenance instructions drawn up by Finnglass have been complied with (for electrically heated glass units: FGL Heated installation and maintenance instructions);
- the glass units have not been damaged during installation;
- the glass units have not been damaged as a result of external effects, such as a blow, pressure, bending, shift of support structures, vibration etc.;
- the glass units have not been damaged with chemical or abrasive substances;
- the glass units have not been damaged as a result of incorrect handling, loading/unloading, warehousing or storage at the construction site or plant;
- the glass units have not been processed by the Client or another party after the reception of the delivery by polishing, painting, etching or attaching membranes, ornamental strips or tape to the glass, or by using another method for the treatment of the glass surface;
- the glass units have not been stored outdoors unsheltered from weather;
- the frames and weather-stripping have been serviced regularly, their cleanliness and weather-resistance have been ensured, and access of extra moisture in the insulated glass seal has been avoided;

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- during installation, the side of insulated glass has been covered with a strip over width of parting strip, with the exception of UV-resistant special products;
- sealing agents suited with putty for insulated glass have been used in the installation of insulated glass to avoid chemical reaction between putty for insulated glass and the sealing agent;
- the glass unit has been installed at a maximum altitude of 900 metres from the sea level;
- the glass unit has not been transported, stored or lifted in other than vertical position and with appropriate support;
- laminated glass units have been installed in such a way that no water pools accumulate on their sides;
- no such unsuitable materials are in contact with the sides of laminated glass units that may cause a chemical reaction.

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