

Particular Warranty conditions for DLS ECKLITE SC PRIVAT

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DLS ECKLITE SC PRIVAT is an insulating glass unit with integrated motor-driven louvres for efficient solar control and glare protection, designed specifically for vertical glazing applications. The louvre position in the blind is controlled manually using a cord.

For these insulating glass units, the following particular conditions and restrictions on liability are applicable in addition to our general conditions of warranty:

1. Warranty period:

1.1 Blind drive and louvre assembly:

The warranty period for the insulating glass unit, the integrated louvre components as well as accessories is 2 years from the date of delivery.

1.2 In variation to point 1.1, the warranty excludes material specific and environmental influences on the blind louvres – in particular electrostatic charging and deflection.

1.3 By resolution of recognised defects, the warranty for replacements ends six months after the end of the warranty for the initial delivery.

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2. Claims:

2.1 All claims against this warranty are to be made known within 14 days of delivery or, with latent defects immediately after discovery. All claims are to be given in writing with an exact description inclusive with the blind check protocol and reference numbers.

2.2 Any other warranty claim can only be asserted after full payment for the products and services have been made.

3. Claim scope:

3.1 For defects which are proven to be our responsibility, we reserve the right of choice to repair, replace or provide a discount.

3.2 Replacement units are provided ex-works. Claims over and above this in our warranty (delivery / installation costs) are excluded, so long as no intentional or gross negligence is proven. Liability for unforeseeable damage is also excluded.

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4. Particular conditions:

4.1 All claims are declared invalid should incorrect glazing or handling guidelines as well as connection, storage or operation for DLS ECKLITE not be followed.

4.2 All warranty claims with respect to the function of the blinds are excluded should a defect result from incorrect operation such as sharp tugging on the cord or operation when the cord is pulled at extreme angles.

End users are to be advised by the installer.

4.3 All warranty claims with respect to the function of the blind are only considered valid when PRIOR to installation of the units (with adherence to the period in point 2), a complete operational performance test „Final Control“ has been carried out and returned to Eckelt within 14 days of delivery.

4.4 Substantiation of claims is the responsibility of the customer.

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5. Replacement:

For any claims for replacement to become valid, the same conditions of warranty apply.

6. Jurisdiction and fulfillment:

6.1 Without exception, it is agreed that the jurisdiction and fulfillment will be in accordance with Austrian law, whereby UN CISG is excluded.

6.2 For delivery and payment, the place of fulfillment is our company premises, which includes even if the delivery of goods or services were in another location.

6.3 Jurisdiction for all disputes resulting from the contract will be the applicable court for the location of our company. We also have the right to use the law court of the customer.