

# Terms and conditions of purchase and warranty

# **Agreement**

This purchase agreement takes preference over any other document. ABM 07 applies where this agreement does not regulate the relationship.

#### **Purchase**

When ordering, the purchase agreement is first considered as entered into when Bovalls Dörrbyggeri, hereafter referred to as Bovalls, has issued an order confirmation. We reserve the right to correct errors that occur in e.g. price, delivery times, etc. subsequently. Orders may only be submitted in Swedish or English. The order confirmation is considered approved by the customer if no written remarks are made within five (5) days.

#### Changes

Changes in orders received by Bovalls after approval of the drawings and order confirmation cause extra work and costs on our part. Because of this, an extra sum for revised orders based on the significance of the revision will be charged. Changes in orders may also lead to extension of previous delivery times.

#### **Delivery times**

The delivery time is confirmed on the order confirmation after Bovalls has received a signed drawing.

Inspection of Goods and products at arrival NOTE! INSPECTION OF THE PRODUCT AT ARRIVAL IS MANDATORY.

- 1. The number of packages must be inspected at arrival. Any deviation must immediately be reported to courier/chauffeur and be noted on the waybill.
- 2. The package(s) need to be carefully inspected at arrival. . Any damages must immediately be reported to courier/chauffeur and be noted on the waybill.
- 3. The product(s) itself needs to be carefully inspected at arrival. Even if the packaging looks unscathed and intact, it must be opened and the product itself inspected. If for example the package has tipped over during transport it may not always be visible on the exterior but the product itself can be damaged. Any damages noticed on the product must be reported to courier/chauffeur immediately or to the shipping company within 7 days of the delivery. Note that neither Bovalls or the shipping company will be able to stand for any cost of reparation if damages are reported after the 7th day has passed.

#### **Delayed deliveries**

If a delivery is delayed we will inform you. We will do everything possible to complete the order. However, circumstances may arise that make it impossible to complete an order, for example if a supplier cannot meet their obligations to us. We therefore reserve ourselves against all compensation to our customers in the case of delayed delivery. Bovalls is not responsible for any delays caused by the transport company.

#### **Payment**

All products that leave our factory must be paid for. The invoice will be sent to you well before delivery. This means that Bovalls does not grant any credit or any other form of payment that would involve the consignment of a door built by Bovalls until full payment is made.

## **Additional Order**

Each product is unique because the material and craftsmanship is unique to each product. Due to this product may differ slightly from the previous order.

# Warranty

This warranty applies for products manufactured under the name of Bovalls Dörrbyggeri, and applies to deliveries within Europe. Bovalls provides no warranty for products that are fitted, or are intended for use or fitting, outside Europe.

Bovalls provides a two (2) year warranty against manufacturing faults on all of its products. We provide a ten (10) year warranty against warpage on all of our insulated front doors (not solid wooden products), as well as five (5) years warranty against condensation between insulated glass cassettes. We follow the guide lines of the Swedish glass manufacturers' association, Svensk Planglasförening, (www.svenskplanglas.se) in the case of warranty claims.

The warranty period is calculated from the time that the product is delivered to the customer. All products are supplied with installation and maintenance instructions. The above warranty applies only to products that have been installed in a professional manner and maintained in accordance with the maintenance instructions we provide for the various types of timber and surface treatment. These instructions are supplied with our products and can also be found on our website, www.bovalls.com. Customers are responsible for proving that they have observed our current installation and maintenance instructions.

# Warranty claims and claims for visible faults and defects will not be accepted if Bovalls is notified after the product has been installed.

The warranty only applies to original faults, i.e. faults or deficiencies that were present in the product on delivery. If this applies to e.g. handling faults or incorrectly installed and/or deficiently maintained product, the customer will be charged for processing costs. This also applies in cases where Bovalls cannot find faults in the product, or where the customer or another party has caused the damage through external action or other negligence.

The warranty does not apply to surface treatment on our oiled or painted products. We manufacture wooden doors and windows and wood products are made of living materials that moves. Wooden products need to be treated with oil or paint after a period of time, the intervals being determined by the outdoor conditions. A wood product requires continual maintenance and surface treatment will always be needed. Nor does the warranty apply to faults or deficiencies that occur on, or after, customers' changes to a products function and appearance, such as rehabilitation or other changes to products without written approval from Bovalls.

The warranty does not apply if foam is used when installing the door. If foam is used, you can not adjust the frame with frame screws, adjust any mistakes during installation or adjust any manufacturing defects.

#### Cylinders and handles

Cylinders and handles must be fitted when the procuct is installed, because otherwise there may be water ingress into the construction, causing swelling, cracks or discolouration.

## Painted front doors

If the warranty is to remain in force, the door has to be installed in a facade with a protecting superstructure of at least one meter. The warranty against warpage only applies to doors painted by Bovalls. If paint damage is found on a painted door, it is the responsibility of the customer to immediately repair the damage in order to prevent water ingress. If this is not done, water ingress may cause swelling and cracks.

Please note that a black door, or a dark painted door sitting in the sun can be up to 80 degrees celcius hot. This can cause movements in the wood making the door leaf bend. We can not guarantee that a black, or dark painted door stays in shape.

## Glazed painted front doors/wooden doors

Check that the silicone seal between the glass and glass moulding is intact at regular intervals. The same applies to the seal between the door and the mouldings round panels or glass. If a gap or crack is discovered it is the responsibility of the customer to seal it with new silicone. Use silicone that is suitable for glass. Silicone materials deteriorate over time from the actions of weather and wind, and allow water to enter into the door construction and cause swelling and discoloration.

## Solid interior and exterior doors

Solid doors are made of a living material and it will lead to movements in the wood. Doors tend to swell, for example when a hot summer changes into a humid late summer/autumn. This is quite natural and it is not a cause for any warranty claim. Do you need advice on any door scratching the frame because it has swollen, give us a call and we will help you!

### **Installation of interior doors**

Interior doors must not be installed until the moisture from the building period has been eliminated. Wood is a natural material that will move during changes in humidity and temperature. For this reason, small cracks may occur in frames, panels and veneers.

#### Pine doors

Pine doors are delivered untreated from our factory. Pine doors must be treated before installation.

## Returns

Under the provisions of the Swedish Consumer Purchases Act, you have statutory warranty rights for two (2) years. In the case of products purchased after 1 April 2005, customers have statutory warranty rights for three (3) years after reception of the products. Bovalls applies the statutory rights of the Consumer Purchases Act. We also offer the above warranty conditions.

Under the Swedish Distance Contract Act, Swedish customers have in certain cases the right to regret a purchase for a period of fourteen (14) days after the product has been received and with no special grounds. Bovalls complies with the provisions of the Distance Contract Act. This legislation does not, however, apply to products made to order, custom made products products doors that are painted. This right does not apply to companies.

When claiming under this act, the following must be complied with: Notify Bovalls and return the order within 14 days after you have received the product. The product must be in an unchanged condition, i.e. unused, not soiled or damaged. Return the product in its packaging. The product must be complete. This means that all furnishings, such as handles, etc. must also be returned. Freight charges and a return charge will be applied.

Bovalls reserves the right to charge an excess charge for parts that are not returned and/or damage/deficiency to the door if the returned product is not complete or the door is damaged. Bovalls will not collect the consignment if it is COD, etc.

#### **Disputes**

In the case of disputes we comply with decisions handed down by the Swedish Allmänna Reklamationsnämnden (ARN).

#### **Maintenance**

A single document containing all of the maintenance instructions would be very comprehensive. For this reason, we have divided the maintenance guidelines according to type of wood. We enclose maintenance instructions for the relevant product in the products packaging. You can also find them on our website, <a href="www.bovalls.com">www.bovalls.com</a>. Apart from the various types of wood, you will also find facts and instructions for mould problems and problems with stainless steel furnishings that have surface rust stains.

General purchase condition 182102

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# Processing of personal data (Data Protection, GDPR)

When you buy any of Bovalls Dörrbyggeri, you enter into an agreement with us. In order for us to manage your purchases and to fulfill our commitments to you as a customer, it is necessary for us to process the personal information you provide or have given us.

The personal data we collect and process may, depending on the context, can include:

Name and contact information incl. address, social security number, mobile number and e-mail address, order history with our company, and other information you provide when purchasing or delivering a product or service.

This data are used primarily to be able to manufacture as well as deliver products to you as a customer, but may also be used to provide additional service.

In addition to the information you provide to us in connection with the purchase, your personal information may also be collected from the following sources:

- -Shippers
- -System vendor

You can request your information to be deleted at any time by notifying us.