

Warranty Terms

Warranty terms and procedure for a renovated apartment property

This translation is provided for convenience. The Estonian version is the legally binding one.

These warranty terms explain what the Scandikodu warranty covers, what it does not cover, and what to do if you have discovered a defect that may be subject to remedy under the warranty.

1. General principles

- 1.1 These warranty terms (the "Terms") apply to apartment properties renovated and sold by Scandikodu OÜ (registry code 16205448, the "Seller").
- 1.2 The warranty covers renovation works performed by or on the order of the Seller, as well as furniture and equipment installed by the Seller (the "Renovation Works").
- 1.3 The Seller renovates apartments in existing, mostly older buildings. The warranty does not cover the building as a whole: the building's structures, common areas and shared technical systems fall within the responsibility of the apartment association (see clause 4.4).
- 1.4 The Terms do not restrict the rights the buyer has as a consumer under the law, including the Estonian Law of Obligations Act.

2. Warranty period and scope

- 2.1 The warranty period for the Renovation Works is two (2) years and starts from the handover of direct possession of the apartment property to the buyer.
- 2.2 Household appliances installed by the Seller carry a six (6) month warranty from the handover of possession. In addition, the manufacturer's warranty applies in accordance with its terms, where provided.
- 2.3 The Renovation Works conform to the following standards: painting works — RYL 2012 class II; interior works — RYL 2013 class II. The warranty applies to the extent of conformity with these standards.
- 2.4 The warranty covers only the works necessary to remedy the defect or the replacement of defective equipment. Repairs or replacement of parts carried out under the warranty do not extend the warranty period; replaced equipment carries the manufacturer's warranty. Replaced defective parts become the property of the Seller.
- 2.5 Fine cracks may appear as the finishing dries naturally and the building settles; these are not warranty defects. The Seller will repair noticeable paint cracks once during the warranty period.

3. Buyer's obligations

- 3.1 The buyer undertakes to use the apartment with due care and to maintain it in accordance with the use and maintenance instructions (including cleaning ventilation valves, monitoring the condition of silicone joints, cleaning tap aerators, and caring for floors with suitable products).

- 3.2 The buyer notifies the Seller of a potential warranty case at the earliest opportunity, but no later than within five (5) working days of discovering the defect. If damage increases because of late notification, the warranty does not cover the increased part of the damage.
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- 3.3 The buyer grants the Seller or a person authorised by the Seller the access to the apartment necessary for carrying out warranty works at an agreed time.

4. What the warranty does not cover

- 4.1 Normal wear and tear (for example, wear of floor surfaces, fading of surfaces exposed to sunlight).
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- 4.2 Mechanical damage (impacts, scratches, chips) and damage that has developed from unrepaired mechanical damage.
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- 4.3 Defects resulting from lack of maintenance or failure to follow the use and maintenance instructions (for example, blocked ventilation valves, unmaintained silicone joints, use of unsuitable care products).
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- 4.4 The building's technical systems (heating, electricity, ventilation, low-voltage networks, water and sewerage systems) and the building's common areas (facade, roof, stairwell, etc.). For these, please contact the apartment association or the building's maintenance company.
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- 4.5 Parts installed before the Seller acquired the apartment that were not replaced during the renovation (for example windows, the balcony door or the apartment's entrance door, where these were not replaced). The Seller informs the buyer of such parts before the sale transaction.
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- 4.6 The need to adjust doors and windows arising from normal use — this is a maintenance task arranged by the buyer.
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- 4.7 Consumables whose service life has expired (light bulbs, batteries, filters, seals, etc.).
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- 4.8 Damage occurring after the handover of possession as a result of smoke, fire, water, temperature or other external influences, where the apartment or its part is not designed to withstand such influences.
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- 4.9 Defects in any part affected by construction, repair or remodelling works carried out by the buyer or third parties (other than the Seller or a contractor authorised by the Seller). The warranty ends for the part affected by such works.
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- 4.10 Equipment, furniture and materials supplied or installed by the buyer.
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- 4.11 Indirect damage and costs, including loss of rental income, costs of substitute premises or temporary accommodation, and other indirect costs. Such risks are generally coverable by home insurance, which the Seller recommends taking out.
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- 4.12 Damage caused by force majeure (natural disaster, vandalism, etc.).
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- 4.13 Circumstances arising from the characteristics of an older building: the building's structures and technical systems may not meet current standards (including sound insulation, thermal insulation and ventilation), and natural settling cracks and minor deformations are common in older buildings. These are not warranty defects.

5. Reporting a warranty case

- 5.1 In an emergency (for example a water leak or an electrical fault that may increase damage or prevents the use of the apartment), contact the building's maintenance company immediately — you can get the contacts from the apartment association. The Seller does not have a 24-hour emergency service. Notify the Seller of the incident at the earliest opportunity afterwards.

- 5.2 Report other warranty cases to the Seller via the web form at scandi.ee/garantii or by email to info@scandi.ee.
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- 5.3 In the report, state your name and contact details, the address of the apartment, as precise a description of the defect as possible and its location in the apartment, and attach photos.
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- 5.4 If the emergency or damage was caused by the resident's actions, negligence or failure to maintain, the resident bears the repair costs.

6. Carrying out warranty works

- 6.1 The Seller reviews the report and generally responds within a few working days. Where necessary, the Seller requests additional information or arranges an inspection of the apartment.
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- 6.2 Defects that prevent the normal use of the apartment are remedied at the earliest opportunity. Other defects are remedied within a reasonable time, and the Seller has the right to consolidate minor works into a single visit.
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- 6.3 After completing the works, the Seller sends the buyer a notice to that effect. If the buyer does not submit comments within three (3) working days, the works are deemed completed and accepted by the buyer.
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- 6.4 If the buyer does not grant access to the apartment at the agreed time and the Seller is unable to reach the buyer with reasonable efforts, the obligation to carry out the warranty work in question is deemed to have ended.
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- 6.5 If the Seller does not remedy the defect by the time agreed with the buyer, the buyer has the right to have the works carried out by a third party. The Seller reimburses the buyer for documented reasonable costs.
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- 6.6 If additional measurement or an expert assessment is needed to establish the defect (for example a sound insulation measurement), the buyer orders and pays for it. If the result confirms a warranty case, the Seller reimburses the buyer for the cost of the measurement and carries out the repair works at its own expense.
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- 6.7 The Seller does not provide substitute premises or reimburse living costs for the duration of the warranty works.

7. Final provisions

- 7.1 The Seller has the right to unilaterally amend the Terms to the extent that concerns the arrangements for notification and carrying out works and does not reduce the substance of the warranty. The terms in force at the time of the transaction apply to the sale transaction.
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- 7.2 The parties seek to resolve disputes through negotiations. A consumer has the right to turn to the Consumer Disputes Committee operating at the Estonian Consumer Protection and Technical Regulatory Authority.

8. Examples

The following table helps assess whether an issue is a warranty case.

NOT A WARRANTY CASE	A WARRANTY CASE
Wear marks and scratches on the parquet	Parquet coming out from under the skirting
Wear marks and chips on the walls	A ceramic tile has come off the wall
A tap broken by excessive force	A tap leaking under normal use
An unmaintained, mouldy silicone joint	A silicone joint has come loose
Fine drying cracks in the paint layer	Extensive cracks in walls or ceilings
Doors and windows needing adjustment	A skirting board has come loose
Surfaces faded by sunlight	No power in a socket installed by the Seller

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