

FOR PRODUCTS OF THE FACTORY WINDOWS AND DOORS "TERMO PROFIL"

## GENERAL TERMS AND CONDITIONS OF THE WARRANTY

1. The Manufacturer, shall ensure high quality of its products if they are mounted, used and maintained in an appropriate way in accordance with the "rules of use".

Should physical defects in the Manufacturer's Products occur, the Buyer is entitled to relevant warranty services, taking into consideration the rules specified below:

2. The Manufacturer grants Warranty to the Buyer covering its products and counted from the date of the documented purchase for the period of:

- a) 60 months for windows and balcony doors of PVC,
- b) 24 months for window seals,
- c) 24 months for entrance doors, sliding doors, windows with an aluminum threshold and on the windows and doors with sticker bars
- d) 24 months for non-rectangular profiles (circles, arches, triangles, trapezoids etc.)
- e) 60 months for steamed up inside glass contribution excluding combinations with ornamental, etched, sand-blasted, enameled and hardened glass,
- f) 24 months for window glass contribution in accordance with the Polish Standard and Technical Criteria of the Institute of Glass and Ceramics, and acc. to visual quality evaluation of glass products,
- g) 24 months for blinds,
- h) 24 months for additional equipment, e.g. mechanical air inlets or inlets controlled by humidity sensor, pulls, handles, decorative handles, door closers, small window openers, locks, electric doorstrikes, door lock cylinders, fingerplates and plugs etc. and commercial goods - external and internal sills.
- i) 24 months for mounting windows performed by the Manufacturer. The Warranty does not cover cracked plaster in a window recess inside and outside the building.

3. Warranty:

since the goods acquired by the Recipient are intended for further resale, the parties exclude liability of the Manufacturer, of warranty for defects of the goods ( art. 558 §1 Civil Code ). Exclusion of the Manufacturer's liability under implied warranty does not apply, however, to contracts concluded after 1 January 2021 by the Manufacturer with a natural person who concludes a contract connected directly with their business activity if it arises from the content of the contract that it does not have a professional nature for the said person resulting, in particular, from the object of the business activity conducted by them, as made available under the Act on Central Registration and Information on Business (Art. 556(4) of the Polish Civil Code).

4. Complaints are to be submitted in writing on a "complaint report form" at the Manufacturer's Sales Department or its authorized representative-Dealer.

5. Provided of guarantee for the products of the Manufacturer and the consideration of complaints is the behavior of this warranty card, purchase invoice and settlement of all obligations of payment to Manufacturer.

The Seller is obliged to verify the grounds for the reported complaint. Complaints reported in an incorrect way or after the expiry of the warranty period, as well as ungrounded complaints shall not be considered.

6. If the servicing team is called without justification, all the costs connected with their arrival shall be covered by the Buyer.

7. The guarantee applies to products made in accordance with the measurement range specified in the Manufacturer's system catalogues.

8. If the Manufacturer's products are mounted individually by the Buyer or by construction and renovation companies upon the Buyer's order or by companies identified by the Manufacturer, the Buyer or the companies providing the service are fully liable for the mounting and construction work.

9. In accordance with the general terms and conditions of sales agreements, the Buyer is obliged to accept the products in terms of their quality and quantity as regards non-latent defects, which shall be confirmed by an acceptance report or a confirmation on the WZ document (inventory issue). The following discrepancies are considered to be defects: measurements, divisions, colours and all mechanical damage, etc.. If a product with non-latent defects is mounted it shall not be covered by the warranty.

10. Defects of the product occurring during the warranty period shall be removed within 21 days following the notice, while the time of defect removal may be extended if the repair makes it necessary to replace construction components of the products or for important objective reasons – e.g. weather-related.

11. A delay in resolving a complaint does not occur if the Manufacturer's representative comes to the Buyer on a date which has been agreed upon to resolve the claim and cannot do so for reasons involving the Buyer. The period allowed for resolving the claim is extended by the period of time resulting from the delay. If it is impossible to resolve the claim for reasons involving the Buyer in two separate occasions, the Buyer shall be considered to have given up his/her warranty claims.

12. Warranty claims may be asserted only in the case of latent defects, i.e. ones which may become apparent only when our products is used, apart from: adjustment of window fittings (friction between the sash and the frame, weak sash pressure, air and water leakages etc.), maintenance of fittings, sections, varnish coatings, seals and non-standard components of profiles.

13. The Manufacturer is liable for the warranty up to the amount of the price of the purchased joinery. The Manufacturer shall not be held liable for any other costs apart from the costs of defect removal.

14. Defects revealed during the warranty period resulting from failure to comply with rules regarding proper transport, storage, mounting, use and maintenance cause a loss of the warranty. The Warranty loses its validity in the case of improper repair or modification made by unauthorized persons, wrong maintenance, adjustment, wear of components. The warranty and the statutory warranty do not cover defects resulting from mechanical damage which occurred after the products had been accepted. The Manufacturer is not responsible for damages caused by the application of inappropriate installation and construction materials, such as silicones, glues, etc., which may cause a chemical reaction with elements of the Manufacturer's goods. The Manufacturer is not responsible for defect in the goods created after combining them with other items. The warranty does not cover steaming-up of profiles, glass contribution and pane inserts on the external side and inside the

- room and the “rainbow” phenomenon on glass glass contribution resulting from the interference of light waves, the so-called Newton’s rings.
15. The Buyer is obliged to perform activities defined in the “rules of use and maintenance of windows and balcony doors” by themselves. - all defects and damage resulting from failure to perform these activities shall lead to a loss of warranty. Adjustment is not included in warranty services.
16. All scratches and cracks on the surface of window sections and doors, scratches and cracks on window glass contribution which are not revealed during the acceptance of our products on the day of the purchase, caused by external factors not connected with our manufacturing program and defects which are invisible after mounting and does not affect the usability of the product (e.g. scratches) – are not covered by the warranty.
17. The guarantee does not cover deviations in colour (shade) of glass inserts, which may occur especially when the ordering additional windows and are derived from the changes in the same material and progress continually forward production technology. The guarantee does not cover also the deviations in colour (shade) of the profiles windows, structure grain and model, which are depended on the decorative foil Producers and profiles Producers, and are designed as closely as possible to simulate the structure and construction of the wood. The guarantee does not cover any satin or matt decorative laminates according to the valid colour samples.
18. The guarantee does not cover deformation of 36, 40, 44, and 48 mm thick PVC panels and infills – with the exception of:
- a) white panels,
  - b) panels with a surface area up to 1m<sup>2</sup>, not higher than 1700 mm
19. The guarantee does not cover door sashes and broad sashes with two or more vertical mullions.
20. The guarantee does not cover damage occurring (directly or indirectly) as a result of external events such as: flooding, strong winds, fire, explosions, mining damage, landslip, etc.
21. The guarantee for sold goods does not exclude, limit or suspend the Buyer’s rights resulting from the incompatibility of the product with the contract.
22. The Manufacturer decides whether the faulty product should be repaired or replaced.
23. If the product’s defect cannot be removed or if its removal might reduce the quality of the product, the complaint may be settled by lowering the price of the product with the Buyer’s consent.
24. Rules for the Use and Maintenance of Windows and Balcony Doors and the Installation Form are an integral part of the terms and conditions of the guarantee.
25. This Guarantee has the character of a contract and the parties exclude other regulations by mutual agreement.

**Valid from 01.05.2022**

Date and Buyer’s signature

Seller’s stamp and signature