

WARRANTY CARD

for joinery

PLASTBUD sp. z o.o., - spółka komandytowa

ul. Poniatowskiego 12

32-700 Bochnia

NIP (Tax Identification Number) 868 190 76 03

www.plastbud.com.pl

PLASTBUD sp. z o.o., - spółka komandytowa • ul. Poniatowskiego 12 • 32-700 Bochnia • Phone No. 014 674 00 05 • Fax 014 611 92 22 District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register • NIP (Tax Identification Number): 868-190-76-03 • REGON (National Business Registry Number): 120825963 • National Court Register Number (KRS): 0000319628 • • Plant: Damienice 285 • 32-700 Bochnia •

I. GENERAL TERMS AND CONDITIONS OF THE WARRANTY

 On the basis of this Warranty Card, PLASTBUD Spółka z ograniczoną odpowiedzialnością Spółka komandytowa (hereinafter referred to as: the "Warrantor") grants the Buyer a quality guarantee for the Goods purchased by the Buyer on the basis of the Contract of Sale mentioned at the beginning.

The Buyer is not entitled to effectively transfer the rights under this warranty to any third party.

- Under the warranty, the Warrantor undertakes to remove free of charge any physical defects of the Goods identified during the guarantee period in accordance with the scope of warranty defined in point IV of this Warranty Card.
- 2. The condition for exercising the warranty rights is submitting a complaint of the Goods in accordance with the requirements set out in point II of this Warranty Card. The basis for considering the complaint of Goods is presentation by the Buyer together with the complaint of a valid Warranty Card (i.e. signed by the Buyer and the Warrantor) together with the original purchase document of the Goods (VAT invoice or simplified bill of sale).

II. REQUIREMENTS FOR COMPLAINTS AND THE METHOD OF HANDLING IT

- 1. Complaint should be submitted in writing on the complaint form, the specimen of which is attached as Appendix 1 to this Warranty Card, and is also made available on the website www.plastbud.com.pl or at the Warrantor's office.
- 2. The complaint should be submitted directly to the point of sale where the purchase was made or sent by registered mail or e-mail to the address of the point of sale no later than 14 days from the date the Buyer detects a physical defect of the Goods. Failure to meet the indicated time limit for delivery of the complaint notification is tantamount to the Buyer losing its rights under the warranty.
- 3. The complaint should contain a description of the reported physical defects and the identification number i.e. the order number specified in the Contract of Sale of the Goods or the number of the VAT invoice or simplified bill of sale.
- 4. Within 14 days from the date of receipt of the complaint corresponding to the terms and conditions specified in items 1 3, the Warrantor shall inform the Buyer about taking it into account or not.
- 5. If the complaint is accepted, the Warrantor will additionally inform the Buyer about the choice of one of the methods of handling it, referred to in point IV, item 1, and about the date of its handling, not longer than 14 days from the moment of informing the Buyer about it.
- 6. If the Product has a physical defect, the removal of which requires complex or time-consuming repairs or the production of new Goods, as well as in the event of factors beyond the Warrantor's control that prevent the complaint from being processed within the time specified in item 5 the time limit for removing defects may be extended by an appropriate period of time. The Warrantor shall notify the Buyer about the necessity to extend the time limit for removing the physical defect and its reasons no later than within 14 days from the date of receipt of the complaint. In this case, the time limit for removing the physical defect of the Goods will be agreed individually. Any additional agreements shall be made in writing under pain of nullity.
- 7. The Buyer is obliged to cooperate with the Warrantor in determining the causes of the physical defect, in particular to provide access to the advertised Goods at the agreed time for the purpose of inspection, expertise, confirmation of the physical defect and its removal. The Buyer is obliged to provide free access to the Goods being the subject of complaint.
- 8. Due to technological progress, during the warranty period, there may be changes in the design of individual components of the goods (profiles, fittings, glass). Therefore, the Warrantor reserves the right to replace the element requiring repair or replacement with an available element of similar (identical) function.

In the event of an unjustified complaint, all costs related to this report shall be borne by the Buyer (in particular, the cost of travel and the working time of the service technician).

III. WARRANTY PERIOD

- The Warrantor provides a warranty for the period of:
- a) 5 years for PVC window joinery;
- b) 2 years for aluminum windows and doors;
- c) 2 years for PVC door joinery;
- d) 2 years for the structure filling, i.e. door panels;
- e) 5 years for the structure filling, i.e. glass (provided that the complaint is not subject to breakage of the glass);
- f) 1 year for an automatic sliding door drive (possibility of extending the warranty period to 2 years for fee) applies to aluminum structures;
- g) 1 year for additional accessories which are not standard joinery equipment (door closers, tilt adjustment mechanisms from the floor level,
- balcony latches, window brakes, opening restrictors, locks, ventilators, window sills, door opening feet, sliding hardware systems, etc.); h) 1 year - for the window and door installation service provided by the Warrantor.
- The above-mentioned warranty periods starts upon the delivery of the Goods to the Buyer and the signing of the Goods receipt document (VAT invoice, WZ document, transport list or assembly protocol).
- 3. The Buyer obtains the rights under this warranty only if the price for the Goods is fully paid.

IV. SCOPE OF THE WARRANTY AND ITS EXCLUSIONS

1. During the warranty period, the Warrantor undertakes to remove free of charge only physical defects in the Goods sold, i.e. arising during the manufacture of the Goods or resulting from defects in the material used in the manufacture of the Goods by making, at the option of the Warrantor:

- a) repair of the defective Goods, or
- b) replacement of the defective Goods with new ones.

- 2. The Warrantor provides for the possibility of giving a price discount on the net price of the Goods, adequate to the identified physical defect. A physical defect for which a discount has been granted shall be excluded from the scope of this warranty as of the date of granting the discount.
- 3. The Warrantor reserves the right to assess and qualify the physical defect of the Goods.
- 4. The warranty does not cover defects in the Goods resulting from:
 - a) incompatible use, as particularly specified in point VII Rules for the use of windows / doors:
 - transport of the Goods performed by a person other than acting on behalf of the Warrantor;
 - storage or maintenance of the Goods;
 - preserving the Goods, including using sharp tools, scouring agents and caustic substances to clean the Goods;
 - exploitation of the Goods;
 - assembly of the Goods that were not made by the Warrantor;
 - b) the Buyer does not remove the foil securing the profiles immediately after the assembly of the Goods;
 - c) mounting any type of gratings, security or other elements not related to the Goods directly to the elements of the Goods;
 - d) use of the Goods without additional replacement of the damaged or worn element;
 - e) defective construction of buildings in which the Goods are installed;
 - f) dismantling the Goods from its original place of assembly and its reassembly;
 - exposure to external factors such as fire, salts, acids and other chemicals (including cement, lime, abrasives and cleaners that cause material damage or scratches);
 - h) existence of force majeure;
 - i) other circumstances for which the Warrantor is not responsible.
- 5. The warranty also does not cover:
 - a) fogging and freezing of glazing units and window profiles on the inside of the room caused by temperature differences, high air humidity, lack of proper ventilation or improper use of the Goods (in particular lack of ventilation and too low temperature inside the room);
 - b) scratches on profiles and glass on the external sides after receipt of the Goods;
 - c) hardware maladjustment as a result of use and forces acting on the Goods;
 - d) elements and accessories subject to normal wear and tear during the life of the Goods, if such wear and tear does not result in a reduction of the functional value of the Goods;
 - e) mechanical and thermal damage to glass, including glass cracks after acceptance and during operation;
 - f) glass defects within the limits allowed by the quality criteria for insulating glass units of a given glass manufacturer;
 - g) insignificant defects in the Goods which, once installed, do not affect their value or functionality.
- 6. The warranty does not cover deformation of the seals, scratches on the frames and wings or other damage resulting from installation or removal of additional elements of the joinery or which are the result of normal use of the joinery, e.g. installation/disassembly of a mosquito net.
- 7. The colour of the glass is its own feature, independent of the Warrantor and is not subject to complaint.
- 8. A product that complies with the quality guidelines is not subject to replacement or warranty repair. Quality guidelines are available at the distributor of the product.

V. RULES FOR THE IMPLEMENTATION OF WARRANTY PROTECTION

- 1. The warranty applies only to physical defects disclosed in the Goods constituting the subject of the Contract of Sale.
- 2. Before signing the document of acceptance of the Goods (VAT invoice, delivery note, shipping document, assembly protocol), the Buyer is obliged to quantitative and qualitative check of the Goods in respect of obvious physical defects, which the Buyer is obliged to report, at the latest upon acceptance of the Goods under pain of losing the claims and the right to warranty. Apparent physical defects of the Goods may not be the basis for a complaint after receipt of the Goods.
- 3. The Buyer is obliged to immediately, but not later than 24 hours from the moment of receipt of the Goods, report the incompleteness of the Goods or its accessories. Failure to report the incompleteness of the Goods within the above-mentioned period shall result in the expiry of the Buyer's rights under the Warranty in terms of lack in the quantity.
- 4. Apparent physical defects of the Goods include, in particular, non-compliance of dimensions, divisions, colors with the order and mechanical damage to panes or profiles, in particular such as: scratches, breaks, cracks.

If the Buyer installs the Goods with obvious physical defects, the warranty shall expire.

VI. ADDITIONAL INFORMATION

- 1. This Warranty Card covers the entire warranty provided by the Warrantor for the purchased Goods and replaces any other possible previously granted or submitted in any form warranties, representations and obligations. Any warranties not contained in this document shall be expressly excluded. Only the terms and conditions contained in this Warranty Card apply to the warranty of the purchased Goods. In particular, the Warrantor does not authorise anyone to extend the period or extend the scope of this warranty, or to seek or assume other obligations on behalf of the Warrantor, or to take other responsibility for the Warrantor's Goods.
- 2. The Guarantor undertakes to endeavour to resolve any disputes arising from this warranty amicably. However, in the event of no amicable settlement of the dispute, the court competent to resolve the matter arising from this warranty is the court competent for the Warrantor's seat.
- 3. This warranty does not exclude, limit or suspend the Buyer's rights resulting from the non-compliance of the Goods with the contract.

VII. RULES FOR USING WINDOWS / DOORS

Transport and Storage 1.

- windows and doors must be transported and stored upright and properly protected against any damage.
- store windows in a place that is not exposed to sunlight or high temperatures.
- 2. Assembly
 - assembly should be carried out in accordance with the principles of good construction practice (the manual for proper assembly is available at www.pla bud.com.pl
 - it is recommended to make the assembly using fastening elements (mounting screws, wall plugs, dowels). This fastening ensures the transfer of heavy loads, therefore it should be used in the assembly of all larger structures. External doors should be installed only with dowels. Installation on mounting anchors is allowed, excluding external doors.
 - protect windows / doors against dirt, mortar, assembly foam, glue, etc.
 - after the assembly, the windows should be adjusted, details of the adjustment can be found at www.plastbud.com.pl
 - remove the protective film from the profiles immediately after assembly of the windows, however no later than 1 month from receipt of the goods if they have not been installed - during this time the goods must not be exposed to sunlight and changeable weather conditions.
 - when installing sliding doors, remember to support the bottom guide from underneath. Use of the door/window without proper support may cause damage to the door/window at the frame guide connection.

3. Maintenance

- the seals are made of plastic, therefore they must not be cleaned with chemicals that react with plastics during operation.
- in order for the fittings to function correctly, moving parts must be oiled once a year.
- the window can only be tilted and opened in the handle position intended for such a purpose, for details see www.plastbud.com.pl,
- glasses should be cleaned with products designed for glass cleaning and maintenance in order to ensure trouble-free usage for many years. Under no circumstances should scouring powders or any tools be used that may scratch the glass sheet,
- dirt on frames and wings should be cleaned with a mild detergent dissolved in warm water. Use a cleaning cloth that will not scratch the surface of the window profile.