

## WARRANTY CARD

### I. GENERAL PROVISIONS

- Wherever in the warranty card mention is made of:
  - Guarantor – it should be understood as Spółka DRUTEX Spółka Akcyjna (DRUTEX Joint-stock company) based in Bytów on Łęborska 31, 77-100 Bytów, registered in the National Court Register under number 0000140428, NIP (VAT identification number): 842-16-22-720, REGON number: 771564493, Founding capital of 57.424.000,00 PLN paid in total,
  - Warranty - it should be understood as the buyer's right resulting from the Guarantor's statement, included in this warranty card,
  - Assembly manual - it should be understood as „Assembly and acceptance guide of PVC, aluminum and wooden woodwork” (the manual is available in PDF on: „[https://e-portal.drutex.pl/pl/document/assembly\\_and\\_acceptance\\_guide](https://e-portal.drutex.pl/pl/document/assembly_and_acceptance_guide)” and in paper form on Client's request),
  - The Warranty Card - it should be understood as this document, with the warranty statement of the Guarantor, available on: [www.e-portal.drutex.pl](http://www.e-portal.drutex.pl) or in paper form on Buyer's request,
  - Consumer - it should be understood as subject mentioned in Article 221 of the Civil Code of April 23 1964 (Journal of Laws of 1964, nr 16, item 93 as amended)
  - Buyer - it should be understood as professional entity or consumer purchasing the Product,
  - Producer - it should be understood as the Guarantor,
  - Product - it should be understood as window and door woodwork in PVC, ALUMINUM and WOOD offered in the course of a commercial activity of the Producer as well as additional products such as: external roller shutters (PVC), adaptive roller shutters (ALUMINUM), external roller shutters RS, accessories for the systems such as: handrails, handles, fanlight openers, ventilators, door closers , fittings and patent lock inserts, electric engines for roller shutters, electric locks - covered by the Warranty,
  - Service - it should be understood as the staff and collaborators of the Guarantor who carry out activities that aim at evaluation or execution of rights of the Buyer resulting from the Warranty,
  - Sellers - it should be understood as natural or legal person who, in course of the commercial activity, offers Products of the Guarantor on the market covered by the Warranty,
  - Warranty claim or complaint - it should be understood as information about the Product's defect with a requirement to execute the rights resulting from the Warranty.
- The warranty does not exclude, limit or suspend the rights of the Buyer if the provided product is inconsistent with the agreement.
- Under the warranty, Complaints deemed by the Guarantor as justified, will be addressed in one of the following ways:
  - The product will be repaired (i.e. will be free from defects) or
  - The product, if the repair is impossible, will be replaced with a new one, defect-free.
- The Guarantor decides each time how to deal with the defects covered by the warranty.
- The only person entitled to the warranty is in each case the owner of the Product covered by the warranty who submits the Warranty Claim following the manner and period defined in the warranty card.
- Im Falle der Nichtübereinstimmung der verkauften Sache mit dem Vertrag hat der Käufer, der ein Verbraucher ist, das Recht auf Rechtsmittel durch und auf Kosten des Verkäufers. Die Garantie beeinträchtigt diese Rechtsmittel nicht.
- Bevor Sie ein Produkt kaufen, sollten Sie sich erkundigen, ob das Produkt die Dichtheits- und Durchlässigkeitsklassen usw. in Übereinstimmung mit den Montagestandortbedingungen erfüllt.

### II. WARRANTY PERIOD

- The Guarantor issues the warranty, unless otherwise agreed, for the Products manufactured by itself:
  - windows and balcony doors in PVC systems- for 5 (five) years,
  - windows and balcony doors in ALUMINUM systems- for 3 (three) years,
  - internal and external doors in PVC and ALUMINUM systems; External roller shutters (PVC), External roller shutters RS and adaptive roller shutters (ALUMINUM) and venetian blinds – for 2 (two) years,
  - accessories for the above mentioned systems, such as handrails, handles, fanlight openers, ventilators, door closers , fittings not as standard equipment, and patent lock inserts – the warranty period is 1 (one) year. Electric engines for roller shutters, electro-catches – for 2 (two) years,
  - wooden windows and balcony doors- for 3 (three) years,
  - wooden external doors- for 2 (two) years,
  - HS lift and slide doors (wood, PVC, aluminum), PSK tilt and slide doors PSK (wood, PVC, aluminum), folding doors (aluminum) – for 2 (two) years.
- The warranty period begins upon the moment of the sale of the Product by the Guarantor to the first Buyer (irrespective of the buyer's status) of the Product.
- The Product or a part of the Product notified as the Warranty Claim will be covered by a warranty of 12 (twelve) months since the day of the replacement of the Product/a part of the Product for a new one. The period may not be terminated earlier than period indicated in point II section 1.
- Removing the Product defect or exchanging the faulty Product for a new Product, free of defects, shall not cause the running of a new Warranty period, nor its extension for the Product repaired/ exchanged subject to paragraph 3 above.

### III. PRODUCT DEFECTS COVERED BY THE PRODUCER'S WARRANTY

- The warranty covers Products assembled in line with guidelines included in the Warranty Card and in the installation manual.
- The warranty covers Products assembled (or transported) up to 600 meter above sea level. Above this height should be applied elements that equalize pressure in the cham-

bers – e.g. capillaries.

- The warranty covers Products that were properly assembled and properly used, in particular, fulfilling the following conditions:
  - installed in rooms regularly ventilated, with proper ventilations,
  - installed in rooms where relative air humidity does not exceed 70%,
  - coatings of wooden Products are maintained at least twice per year with the use of materials dedicated to treatment of wooden window and door woodwork; windows must be cleaned by using warm water with mild cleansing agents,
  - installation of windows/balcony doors should be executed after all the finishing work in the buildings has been completed (plaster work, screed, etc.); defects, which occur due to the products' assembly carried out before the above mentioned operations are completed, are not covered by the warranty.
- The warranty covers Products which:
  - do not show any marks of planing or construction changes,
  - storage and warehousing are carried out according to the requirements of PN- B-05000, which means that the storage should be organized in indoor, dry and ventilated spaces,
  - usage and maintenance are carried out in a proper way,
  - packaging, storage and transport shall be conducted in accordance with binding standards.
- The warranty covers the latent defects which are result of the defective execution of the Product or material defects:
  - wooden profiles- stability of the dimensions and forms and the durability of the profiles' construction connections,
  - window fittings - durability of the fittings parts and elements which are important for safety reasons,
  - glazing packages - the tightness of the composite glasses FLOAT and TERMOFLOAT type, assembled in the windows in normal conditions of the dust and moisture infiltration into the inner part of the composite glass,
  - the durability of the varnish coat, provided that natural changes of the wood color under the staining coats caused by sun exposure are not treated as a Product defect.
- The Buyer shall inspect the purchased goods for any visible defects, both quantitative and qualitative, which cannot be the basis for any complaint after the receipt of the woodwork. Visible defects include discrepancies in: dimensions, divisions, colors, mechanic damages of the glass or profiles such as: scratches, cracks, lack of additional elements (e.g. extensions, connectors), etc. If the Buyer notices visible defects and decides to assembly the defected product he/she loses his/her right to complain or pursue other damages which result from the product's defects. If lack in delivery occurs after the Products have been received and the delivery documents have been signed without reservation, the Buyer shall lose the right to file a complaint regarding the elements.
- The warranty applies only in European Union countries and in the European Economic Area (EEA), where the Producer sold the products directly.

### IV. EXCLUSIONS TO WARRANTY

- The warranty does not cover Product defects resulting from the following:
  - incorrect usage of the Product,
  - incorrect maintenance or lack thereof,
  - incorrect handling and regulation,
  - exposure to external factors (chemical substances, fire, etc.),
  - changes in construction and repairs conducted by unauthorized persons,
  - incorrect assembly of the Product not in line with assembly and acceptance guidelines of PVC, aluminum and wooden woodwork,
  - mechanical damage that occurred after the receipt and installation of the goods (e.g. profile cracking),
  - wear of the elements,
  - the effects of thermodynamic phenomena (evaporation on woodwork inside and outside the room where the woodwork has been fitted),
  - incorrect room ventilation,
  - random events including natural disasters,
  - thermal phenomena.
- The warranty does not cover:
  - mechanical damage and cracks of the glass which arise during the usage, as well as acceptable defects in accordance with binding standards,
  - cracking of glass resulting from unequal heating of the glass pane (e.g. by applying shading solutions),
  - scrapes and scratches of the shutters armor resulting from the product exploitation,
  - glass deflection (the double glass effect),
  - Brewster's rims/stips,
  - anisotropy – double refraction effect in glass,
  - wettability diversity of external glass surfaces depending on the prints of suction, rolls, labels used in the production of base glass as well as composite and single glass,
  - shades of composite and single glass resulting from the application of raw materials and their various proportions in the production of base glass, glass thickness, type of coating, light conditions and the angle of view on their surface,
  - any defects, due to appearance of which, the price has already been lowered,
  - any defects, which remain invisible after the assembly and which do not have any impact on the usage value (ex. frame's scratch),
  - scratches of Products surface after the Products' have already been accepted,
  - cracks of window panes and scratches on the outer part of the glass surface, which appear after the products' reception,
  - any defects, which are a result of the Products' contamination by: paint, mortar, sand, assembly belt, which appear after the Products' reception,
  - any defects, which appear during the transport, warehousing or storage which are carried out by the Buyer,

- o) any defects which appeared as a result of assembly not in line with the assembly manual,
  - p) damages resulting from wood swelling caused by relative air humidity in the room exceeding 70%.
  - q) frosting, condensation and the effects of the phenomena due to wrong climatic conditions in the room and inadequate ventilation in the rooms,
  - r) deformations of gaskets, damage of drip or blocked drip gutter,
  - s) natural changes of wood colors under the staining coat caused by sunrays,
  - t) shades of wood under transparent paint,
  - u) internal profiles (window sill),
  - v) damages caused by the Product user,
  - w) sound effect caused by vibration of grilles and glass,
  - x) for tempered glass, the roller waves effect.
3. The Guarantor does not grant a warranty in case of application of any elements not approved by the Producer.
  4. The warranty is applicable only for damages that arise in terms of the subject of the contract, and the Guarantor's responsibility is limited only to the reimbursement of the value of the goods sold. The manufacturer is not liable for any other costs caused by the defect of the product.
  5. The assembly of the Products and installation of additional equipment (e.g. engines for roller shutters, electro-catches) must be executed in line with the producer's manual or binding standards or guidelines issued by the Building Research Institute in Warsaw, whereby the Producer allows individual sealing solutions of products in frames (elevations), which must be executed in accordance with the binding regulations/ standards and/or the manual and guidelines of the architect. If elements of the roller shutter are built up, i.e. the guide, the service cover, the Client is obliged to provide free access for the Service at his own expenses, in order to enable the repair of the roller shutter, and for external roller shutters installed higher than 2 m – technical means that enable to deal safely with the warranty claim.

## V. WARRANTY CLAIM (PROCEDURE)

1. The Buyer must file the complaint in writing or online at the dealer where the Product was purchased, with the purchase receipt of the Product in warranty claim.
2. The complaint regarding electric equipment must contain the name and surname of the fitter, their license number (SEP) with a legible signature, date and place of installation.
3. The complaint must be issued within 14 (fourteen) days after the defect under warranty has been detected, otherwise the rights arising from the warranty will expire.
4. In case of clearly unfounded warranty claim, the owner of the Product will cover the costs of the technician's trip.
5. The Guarantor will assess the relevance of the complaint within 14 working days, starting from the moment when the complaint was submitted to the Guarantor by deciding about accepting the responsibility of the Guarantor/lack of responsibility of the Guarantor. The defects of the Product under warranty will be repaired within 21 working days since the day of issuing the decision by the Guarantor, where the Guarantor accepts responsibility for the Products defects in the warranty claim. In justified cases the above mentioned deadlines may be extended.
6. The Guarantor reserves the right to decision in defining the scope of responsibility for damage or destruction of the Product, while giving consent to forward the matter to an independent expert or institute appointed by both parties, and to comply with the results of the expertise given in this course. The cost of such an expertise must be covered by the party against which this statement has been issued.
7. The Guarantor does not provide services regarding Product installation. The Guarantor does not execute the disassembly and reassembly of the Products..

## MAINTENANCE AND USAGE MANUAL

Maintenance of windows and balcony doors should be conducted at least once a year, to guarantee impeccable work. The following maintenance actions have to be performed:

- a. fittings elements that are responsible for safety should be regularly inspected,
- b. proper fixing and wear should be controlled,
- c. all the moving parts must be lubricated or oiled, except for ATS espagnolette for front door
- d. the cleaning and maintenance should be conducted by application of products that shall not affect the anti-corrosion coating of the envelope fittings,
- e. after installation of the windows, the protective film must be peeled off immediately,
- f. cleaning products that cause scratches should not be used,
- g. windows should not be painted with paint or varnish; no other protective layers should be applied (for PVC and aluminum),
- h. all dirt on the window, especially rust, soot, mortar, and so on., should be immediately removed,
- i. windows and doors in their bottom outer part of the frame are equipped with drainage slots which under no circumstances may be built up (for PVC and aluminum),
- j. the Buyer is obliged to execute at one's own expense periodical surveys and cleaning and maintenance of the Products and parts of them e.g. gaskets, in line with Producers instructions (except for ATS),
- k. the Producer does not adjust the Product (or accessories) and it's programming after it has been fitted,
- l. Doors, HS, folding doors in colors other than white should not be directly exposed to the sun i.e. without a roofing or another effective protection against sunshine.

