

GUARANTEE CARD

DOBROPLAST Fabryka Okien sp. z o.o. with its registered office in Stary Laskowiec No. 4, 18 -300 Zambrów, NIP: 525-252-33-03, REGON: 145908247, KRS:0000404303, registered in the District Court in Białystok, 12th. Economic Division of the National Court Register, the amount of the registered capital is fully paid up: PLN 53 355 000.00 (hereinafter referred to as the Manufacturer), grants a guarantee to the Purchasers for the aluminium joinery manufactured by it on the following terms and conditions:

§ 1 Subject matter and duration of the guarantee

1. The Manufacturer provides a guarantee for the aluminium joinery it produces. For carpentry work made of ALUMINIUM, the guarantee period is 3 years. For additional equipment such as handrails, handles, fanlight openers, ventilators, door closers, electric strike, fittings and patented inserts, the guarantee period is 1 year. During the guarantee period, the Manufacturer guarantees the proper functioning of the aluminium joinery within the framework of the standards applicable to this type of product, subject to the intended use and regular adjustment of the hardware and hinges, as well as the maintenance of the aluminium joinery by the Purchaser or end user at least once a year.
2. The guarantee period begins with the receipt of the goods by the Purchaser from the Manufacturer.
3. After the expiry of the guarantee period, the guarantor shall provide maintenance services against payment.
4. Subject to the exclusions provided herein, this guarantee covers the following during its period of validity:
 - a. hidden defects that could not be detected during acceptance;
 - b. functional defects in the mechanisms and fittings of the aluminium joinery
 - c. proper and permanent connection of elements of the aluminium joinery
5. The guarantee does not cover the following products:
 - a. which the Purchaser has not inspected or complained about defects within the time limits specified in the guarantee card;
 - b. which have not been paid for in full by the time the complaint is lodged at the latest;
 - c. for which the guarantee period has expired;
 - d. whose defects have arisen for reasons other than those inherent in the item itself or technical faults that occurred during manufacture;
 - e. which do not fit or otherwise do not conform to expectations, if this non-conformity is due to an incorrect dimension of the window opening, functional division or choice of glazing type specified or made by the Purchaser;
 - f. whose defects are insignificant, i.e. which remain invisible after installation and do not affect the utility value, e.g. scratches, indentations on the outer sides of the window frames;
 - g. which:
 - have not been stored or stacked in accordance with the requirements, e.g. in uncovered, damp rooms without access to fresh air.
 - have not been installed in accordance with the Manufacturer's installation instructions,
 - bear traces of structural modifications made by the user,
 - have not been maintained in accordance with the Manufacturer's recommendations,
 - have not been used in accordance with their intended purpose.
6. The guarantee also does not apply to products that have been damaged by:
 - a. improper transport, storage or use of the goods by the Purchaser or third parties;
 - b. damage resulting from improper installation by the Purchaser or third parties;
 - c. replacement of glass or mouldings by the Purchaser himself;
 - d. improper fitting of spacers around the glass and other alterations inconsistent with the intended use of the aluminium joinery;
 - e. improper operation in the form of blockage of drain and vent openings;
 - f. maintenance and cleaning by inappropriate means;
 - g. lack of maintenance of fittings;
 - h. mechanical damage to the glazing packages - cracks, scratches, bruises, damage to the aluminium joinery resulting from construction faults of the building, poor ventilation, use of own elements by the Purchaser without consulting the Manufacturer, deformation, freezing and the consequences of the above phenomena related to the unfavorable climatic conditions in the premises, damage caused by third parties and as a result of random events and natural disasters, misalignment of fittings as a result of adjustment measures not carried out by the Manufacturer, cracks in the glazing packages as a result of thermal stresses caused by the installation of glazing in front of opaque barriers, wall fragments, elements of interior decoration (e.g. roller blinds) or the use of additional film layers on glazing.
7. In addition, the guarantee does not cover any guarantee services in respect of:
 - a. adjustment of the window hardware for correct operation of the window sashes;
 - b. other guarantee services.
8. The responsibility of the Manufacturer under this guarantee is limited to the products delivered and used on the territory of Poland.
9. The defective aluminium joinery or its parts are the property of the guarantor, unless they are sold to the Purchaser in accordance with sec. 3 par. 1 below.

§ 2 Obligations of the Purchaser and notification of complaints

1. The Purchaser is obliged to inspect the goods upon receipt. Any defects in the delivered goods must be reported in the complaints protocol on the day of delivery, but no later than 5 days after receipt of the goods - in the case of hidden defects or shortcomings. Failure to comply with the aforementioned deadlines for reporting defects or shortcomings shall result in the assumption that the goods were delivered in accordance with the order and without quality or quantity defects, and shall exclude the Manufacturer's responsibility under the guarantee.
2. In the event of discovery of defects, the Purchaser is obliged to draw up a complaint protocol and include in it its data, including contact details, the date of receipt of the information about the defects, a description of the defects or product faults and the probable cause of their occurrence, attach photographic documentation of the reported defects and immediately forward this information to the Manufacturer in writing, by fax or e-mail. A complaint may also be submitted using the complaint form on the dobroplast.pl website. The record or complaint form shall be accompanied by a document confirming the order of the advertised goods, e.g. invoice, WZ document.
3. The Purchaser accepts the fact that the acknowledgement of the complaint is based on the Rules for Processing Complaints which can be found at the address [GUARANTEE CARD](#) and [CRITERIA FOR THE ASSESSMENT OF GLASS PACKAGES](#).

§ 3 Implementation of the guarantee

1. On the basis of a complaint report, the Manufacturer will carry out an investigation which may include a visual inspection of the goods at the place where they are currently stored. If the Manufacturer needs additional data or information, he or she will ask the Purchaser for it.
2. The expected time limit for investigating a complaint shall not exceed 60 working days. This period may be extended for reasons beyond the Manufacturer's control or in the event of obstacles which the Manufacturer could not prevent.
3. If the complaint is considered justified, the Manufacturer shall:
 - a. remedy the defect or repair the goods;
 - b. and if the defect cannot be remedied or the goods cannot be repaired but are still fit for use, the Purchaser may at his option:
 - demand that the Manufacturer deliver free of charge a defect-free good in place of the defective good (the delivery of the good does not include its assembly or disassembly of the defective good);
 - or reduce the price of the defective goods to their market value taking into account the defect, but not more than 50% of the gross value resulting from the sales invoice;
 - c. if the defect cannot be remedied or the goods cannot be repaired and are not usable because of this defect, the Purchaser may withdraw from the contract for the delivery of the defective goods or demand that the Manufacturer delivers the defect-free goods free of charge instead of the defective goods (the delivery of the goods does not include their assembly or disassembly of the defective goods).
4. When exercising the right to replace the products with faultless products, the Purchaser does not have the right to demand a different design than the product complained about.
5. In the event of:
 - a. delivery of the goods originally ordered with the Manufacturer's transport to the place specified by the Purchaser or to the nearest storage location - goods free of defects will be delivered at the Manufacturer's expense with the Manufacturer's transport to one of the above locations;
 - b. collection of the originally ordered goods from the Manufacturer - goods free of defects can be collected from the Manufacturer.
6. The Purchaser shall return the defective goods to the Manufacturer's registered office at the Manufacturer's expense without undue delay, but no later than 30 days after receipt of the non-defective goods. In the event of failure to comply with this obligation or the time limit for its fulfillment, the Manufacturer shall charge the Purchaser, on the basis of the sales invoice, an amount equal to 80% of the gross value of the non-returned defective goods, as a result of which the latter shall become the property of the Purchaser upon the issuance of the aforementioned sales invoice, for which the obligation to pay the said value to the Manufacturer shall arise.
7. The Manufacturer is liable under the guarantee in the amount of the gross value of the purchased defective goods. The Manufacturer is not liable for damages exceeding the above mentioned value or for other costs or damages caused by the defect of the product.
8. The Purchaser is obliged to give the Manufacturer access to the carpentry work to check the reasons for the complaint, otherwise the period for repair may be extended.

NOTE!

It is pointed out that the subject matter of the contract in installed and uninstalled condition remains, until final payment of the price, the property of the Manufacturer who reserves the right to retain the movable parts, such as the wings, until payment has been made.