## WARRANTY CARD



#### I. GENERAL PROVISIONS

- 1. Wherever in the warranty card mention is made of:
  - a. Guarantor it should be understood as Spółka DRUTEX Spółka Akcyjna (DRUTEX Joint-stock company) based in Bytów on Leborska 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 28.712.000,00 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,
  - c. 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" and in paper form on Client's request).
  - d. The Warranty Card it should be understood as this document, with the warranty statement of the Guarantor, available on: <a href="https://www.e-portal.drutex.pl">www.e-portal.drutex.pl</a> or in paper form on Buyer's request,
  - e. Consumer it should be understood as subject mentioned in Article 22¹ of the Civil Code.
  - Buyer it should be understood as professional entity or consumer purchasing the Product.
  - g. Producer it should be understood as the Guarantor,
  - h. 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), adaptation 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
- 2. 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: a) the product will be repaired (i.e. will be free from defects) or b)the product, if the repair is impossible, will be replaced with a new one, defect-free.
- 4. 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.

## **II. WARRANTY PERIOD**

- The Guarantor issues the warranty, unless otherwise agreed, for the Products manufactured by itself:
  - a. windows and balcony doors in PVC systems- for 5 (five) years,
  - b. windows and balcony doors in ALUMINUM systems- for 3 (three) years,  $\,$
  - c. internal and external doors in PVC and ALUMINUM systems; External roller shutters (PVC), External roller shutters RS and adaptation roller shutters (ALUMINUM) – for 2 (two) years,
  - d. accessories for the above mentioned systems, such as handrails, handles, fanlight openers, ventilators, door closers, fittings and patent lock inserts - the warranty period is 1 (one) year. Electric engines for roller shutters, electric locks – for 2 (two) years,
  - e. wooden windows and balcony doors- for 3 (three) years,
  - f. wooden external doors- for 2 (two) years,
  - g. 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 (irrespectively of the buyer's status) of the Product.
- 3. 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.

## 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 Manual indicated in the warranty card.
- 2. Apply ESG glass and pressure equalizing elements in the chambers e.g. capillaries.
- 3. The warranty covers Products that were properly assembled and properly used, in particular, fulfilling the following conditions:
  - a. installed in rooms regularly ventilated, with proper ventilations.
  - b. installed in rooms where relative air humidity does not exceed 70%,
  - c. 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 washing materials,
  - d. 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.
- 4. The warranty covers Products which:
  - a. 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,
  - c. usage and maintenance are carried out in a proper way,
  - d. packaging, storage and transport shall be conducted in accordance with binding standards.
- The warranty covers those latent defects which are result of the defective execution of the Product or material defects:
  - a. wooden profiles- stability of the dimensions and forms and the durability of the profiles' construction connections,
  - b. window ferrules- durability of the ferrules' 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,
  - d. 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.
- 6. 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. handles), 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.
- 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

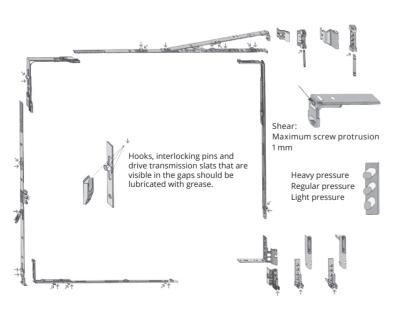
- 1. The warranty does not cover Product defects resulting from the following:
  - a. incorrect usage of the Product,
  - b. incorrect maintenance or lack thereof,
  - c. incorrect handling and regulation,
  - $\hbox{d. exposure to external factors (chemical substances, fire, etc.),}\\$
  - e. changes in construction and repairs conducted by unauthorized persons,
  - f. incorrect assembly of the Product not in line with assembly and acceptance guidelines of PVC, aluminum and wooden woodwork,
  - g.  $\,$  mechanical damage that occurred after the receipt of the goods,
  - h. wear of the elements,
  - the effects of thermodynamic phenomena (evaporation on woodwork inside and outside the room where the woodwork has been fitted),
  - j. incorrect room ventilation,
  - k. natural disasters
  - 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,
    - scrapes and scratches of the shutters armor resulting from the product exploitation,



- c. glass deflection (the double glass effect),
- d. Brewster's rims/stips,
- e. anisotropy double refraction effect in glass,
- f. 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,
- h. 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),
- j. scratches of the varnish coats after the products' have already been accepted,
- k. 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,
- m. any defects, which appear during the transport, warehousing or storage which are carried out by the Buyer,
- n. any defects, which appeared as a result of assembly not in line with the assembly manual,
- o. for tempered glass, the roller waves effect.
- The Guarantor does not grant a warranty in case of application of any elements not approved by the Producer for the woodwork, without the producer's agreement.
- 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, electric locks) must be executed in line with the producer's manual 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 and/or the producer's manual of the applied materials 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 technical means that enable to deal safely with the warranty claim.

#### V. WARRANTY CLAIM

 The Buyer must file the complaint in writing at the dealer where the Product was purchased, with the purchase receipt of the Product in warranty claim.



- 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.
- 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.

#### 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.
- 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. protective film should be removed after the window has been assembled,
- 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,
- 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. in order to maintain the reliable and smooth functioning of the fittings, moving parts of the lock should be greased at least once a year with the use of industrial petroleum jelly,
- k. the Producer does not adjust the Product after it has been fitted.

