



Affective from March 10, 2013.

### **1. Guarantee period.**

The KOTNIZ Sp. z o.o. Sp.K., with its registered office in Poland, Bialystok-Zascianki 15-521, Usługowa 7, further called The Producer, grants the guarantee on products made by it on the guarantee period of:

- 2 years on sliding doors flanks,
- 1 year on the additional equipment such as: door closers, electric strikes, tie rods, class C locks, door handles, fittings, ferrules, door automation, elements of guidelines, other door equipment and accessories.

The guarantee period starts from the date of delivery of the product by the produced to the purchaser.

### **2. Guarantee scope**

The guarantee is affective on the whole territory of EU and covers exclusively the damages in the product itself.

The guarantee is granted by the Producer exclusively to the direct purchaser, not being the consumer according to the provisions of Polish law, of the products made by the Producer, if not stated otherwise in the text of the contact concluded between the producer and the buyer. The buyer is not entitled to transfer the rights from the guarantee on other subjects without prior written acceptance of the Producer. The guarantee, on terms stated in the warrantee hereby, is granted exclusively for the entities not being the consumers or being the entrepreneur according to the provisions of Polish law. By the warranty hereby the Producer is not granting the guarantee to the consumers who can use other rights they have under the provisions of appropriate legal acts in case of product defects.

### **3. The product acceptance.**

The purchaser is obligated to quantitative and quality acceptance (in the scope of the obvious/visible defects) of the doors and walls in the moment of receipt of it from the warehouse or during discharging after delivery. The obvious/visible defects means: inconsistency of measurements, colors, divisions or mechanical defects of the window panes and profiles like scratches, cracks and any other visible defects or faults of the products.

Acceptation of the products by the buyer and confirmation of this fact in the document of receipt means, that the product and whole batch of it was delivered in the quantity indicated in the receipt document and doesn't have any obvious/visible defects.

#### **4. Complaint application.**

Complaint application can be submitted only by the direct purchaser of the product from the Producer. Complain application should be submitted to the Producers' head office address in the guarantee period. The day of the receipt of the complaint application by the Producer shall be considered as the day of submitting it. Complaint application should be submitted in writing and indicate: the description of the defect, identification of the purchased product and the buyer i.e. the number of the invoice issued by the Producer, the number of the request putted to the Producer, the date of the delivery/receipt, buyer's address and telephone number, the address of the place in which the product is placed, the name of the entity that made the installation of the product.

The Producer is entitled to request that the submitter of complaint application deliver the photographs illustrating in the accurate way defects of the product as well, as the defective product itself to the head office of the producer (on address: Usługowa 7, 15-521 Białystok-Zascianki, Poland) on the buyer's cost under the pain of deny of complaint acceptance.

#### **5. The rules of performance the guarantee claims.**

The Producer is obligated to consider the complaint application within 14 days from the date of receipt of writing complaint application by the Producer in the way that allows to become acquainted with its content or (in case that Producer requested) from the date of delivery of the defective product or the photographs of the product and its' defects, within 14 days from the date of receipt of it by the Producer.

Producer it obligated to eliminate the faults and defects of the product occurred in production of the merchandise or being the consequence of material defects

The faults and defects shall be eliminated by the Producer in the time proper for determination the cause of the faults a well as for ordering and shipment of elements necessary to eliminate the faults of the product.

The Producer considers the complaint applications on the basis of the technical approvals, company standards and provisions of the agreement stated in the agreement between the Producer and the purchaser of the product.

On Producers proposal and upon the consent of the purchaser, complaint may be processed by the product price reduction in the quote agreed by both parties.

The choice of the way of handling the complaint is reserved exclusively for the Producer.

On the basis of guarantee the Producer is responsible for removing the defects lie in the product itself in the moment of production and is obligated exclusively to removing it by the repair or replacement of the merchandise. The Produces shall not be responsible for any other costs, expenditures or damages that can be the results of the product defects, if it was not previously agreed with the Producer in writing.

The purchaser, is obligated to cover the costs of the complain processing including the costs of service commuting, costs of shipment the products to and from the Producer in case of unjustified complaint.

The guarantee for the installation of the product can be granted exclusively by the installer.

## **6. Exclusions of guarantee liability.**

Guarantee doesn't cover inessential faults and defects of the product, such as: scratches invisible after product installation. Guarantee doesn't cover break ups or cracks of the window panes occurred after delivery of the products from the Producer or the receipt of the product by the purchaser from the warehouse, as well as physical features and admissible defects of the materials according to the prevailing in Poland Technical Standards.

Product damages being the result of the influence of external factors i.e. fire, water, all kinds of chemical substances causing the defects of the products shall not be covered by the guarantee liability.

Defects caused by abnormal weather conditions as well as natural disasters and misfortunes shall not be subject to guarantee liability.

Guarantee does not cover:

- damages and faults raised after the receipt of the products not caused by the construction, material defects of the merchandise or others causes connected directly with improper production of the merchandise,
- defects of the products in which alternations or construction changes were processed without prior Producer's consent,
- defects, faults and damages of the product raised due to improper installation, storage after delivery from the Producer, improper usage or maintenance of the product,
- defects, faults and damages raised due to improper construction of the product made on the basis of design or technical drawings submitted by the purchaser, if Producer is not liable for proper drawing up of it (Producer shall not be liable for it if not prior agreed in writing otherwise – agreement in that matter made otherwise than in writing shall be null and void),
- defects, faults and damages caused by the improper usage of the product,
- defects, faults and damages caused by usage indoor doors outside the premises,
- performing the maintenance actions.

**7. In matters not regulated by the warranty card hereby, provisions of Polish civil code act shall apply as well as provisions of other legal acts being in force on the territory of Republic of Poland.**