



# **WARRANTY TERMS AND CONDITIONS**

## **1. Warranty period**

KOTNIZ Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa, with its registered office in Poland, Białystok — Zaścianki 15-521, Usługowa 7, hereinafter referred to as the Manufacturer, warrants the products manufactured by it for the period of:

- 2 years for sliding door sashes,
- 1 year for additional equipment such as: door closers, electric latches, tilting window openers, class C locks, handles, equipment, fittings, door automation, guides and other door equipment and accessories.

The warranty period starts from the date of taking-over the product by the Buyer.

## **2. Scope of warranty.**

The warranty is valid in the European Union and covers only damages to the product itself.

The warranty is provided by the Manufacturer only to direct buyers of products manufactured by the Manufacturer, who are not consumers in accordance with the provisions of Polish law, unless otherwise indicated in the contract concluded between the Manufacturer and the Buyer. The Buyer is not entitled to transfer the warranty rights to any other entities without the prior written consent of the manufacturer. The warranty is provided under the conditions set out in this document only to entities that are not consumers or are entrepreneurs in accordance with the provisions of Polish law. The Manufacturer's warranty doesn't apply to the consumers, who may exercise their other rights under the relevant legal acts in the event of Product's malfunction.

## **3. Acceptance of goods.**

The Buyer is obliged to check quantity and quality of doors and walls (in terms of apparent defects) during their receipt from the warehouse or during their unloading after delivery. Apparent defects are discrepancies in dimensions, colours, divisions and mechanical damages to sash panes and profiles such as scratches, cracks, as well as all other visible defects and defects of goods.

Receipt of the goods by the Buyer and confirmation on the receipt document means that the goods or their batch has been taken over in the quantity included in the receipt document without any apparent defects.

#### **4. Complaints.**

Claims may be lodged by the direct buyer of the product only. The complaint should be lodged during the warranty period to the address of the Manufacturer's registered office . The date of receipt of the complaint by the Manufacturer shall be considered as a day of its submission. Complaint should be lodged in writing and stating: defect description, data allowing to identify the purchased goods and their buyer, i.e. invoice number issued by the Manufacturer, order number submitted to the Manufacturer, delivery/acceptance date, address and contact telephone number of the Buyer, address of the place where the goods are stored, name of the installation company.

The manufacturer is entitled to request photographs showing the exact defects of the product as well as delivery of the defective products to the Manufacturer's registered office (ul. Usługowa 7, 15-521 Białystok - Zaścianki, Poland) at the expense of the claimant, otherwise the complaint will be refused.

#### **5. Warranty claim procedures.**

The Manufacturer has to check the claim within 14 days from the date when the complaint letter reached the Manufacturer and the Manufacturer is able to become familiar with it, and if requested, the delivery of the defective goods to the manufacturer's registered office, within 14 days from the date of its receipt by the Manufacturer.

The Manufacturer has to eliminate faults and manufacturing defects of the product or resulting from material defects used for its production.

The Manufacturer shall repair defects taking into account time needed to determine defect causes and to order and to receive the parts necessary to repair the claimed product.

The Manufacturer shall settle complaints based on Technical Approvals, company's standards, and provisions of the contract concluded between the Manufacturer and the Buyer.

With the consent of the complainant, subject to the submission of such a proposal by the Manufacturer, the complaint may be settled by reducing the price of the goods by the amount agreed by the parties.

The method of claim settling and removing defects remains at the sole discretion of the Manufacturer.

The Manufacturer is solely responsible for removing defects in the goods contained at the time of sale and is only obliged to remove them by repair or replacement of the goods. The manufacturer shall not be liable for any other costs, expenses or losses related to defects in the goods, unless otherwise agreed with the manufacturer.

The Customer is obliged to cover costs of claim settlement, including costs of service travel, the costs of shipment of products to and from the Manufacturer in the event of an unjustified complaint.

Installation warranty is granted by the company installing the product, it is also responsible for adjustment of windows and doors.

#### **6. Disclaimer of Warranty.**

The warranty does not cover defects and minor damage to the product, e.g. scratches, which remain invisible after installation of the product. The warranty doesn't cover glass panes breakages and cracks occurring after delivery of the product by the Manufacturer or ExW Manufacturer's warehouse, as well as physical characteristics and permissible defects of materials in accordance with the technical standards in force in Poland.

Products exposed to external factors, i.e. fire, water, various types of chemicals causing product damage will not be covered by the warranty.

Damages resulting from abnormal weather conditions, natural disasters and random events are not covered by the warranty.

The warranty does not cover:

- Damages after acceptance of the purchased goods not related to structural, material or manufacturing defects.
- Product defects resulting from modifications or structural changes, unless they have been made by the Manufacturer.
- Defects, faults and failure resulting from improper installation, storage after purchase, misuse or improper maintenance of goods.
- Defects and failures resulting from improper design of goods made according to designs presented by the Buyer, for which the Manufacturer is not responsible (the Manufacturer is not responsible in this respect, unless previously agreed in writing, otherwise it shall be null and void).
- Defects and failures related to the improper use of products.
- Defects and failures resulting from the use of internal doors outside.
- Maintenance operations.

**7. To all matters not settled herein, the provisions of the Polish Civil Code and other legal provisions in force in the Republic of Poland shall apply.**