



## GUARANTEE CARD AND GUARANTEE TERMS AND CONDITIONS FOR ELWIZ S.A. PRODUCTS

The product has been certified for marketing and use in the construction industry on the basis of CE symbol and conformity declaration, pursuant to technical standards specified in item 1.2. or for the individual application.

ELWIZ S.A. with the registered seat at Obwodowa 11 Street; 66-008 Świdnica hereby guarantees high quality of manufactured products, provided that long and reliable performance hereof is ensured if products are applied and used in accordance with their purpose, and proper assembly was provided (according to manual provided by ELWIZ S.A., and good engineering practice, as well as applicable technical standards), and regular maintenance and proper use. If the product is the subject of sale and transfer of rights arising from this Guarantee Card follows the Manufacturer hereby states that this Guarantee Card, as well as the Euro Guarantee, hereinafter referred to as the "Guarantee" does not exclude nor limits and suspends any rights and entitlements of the Purchaser in relation to the Seller, arising from inconsistency of the product with the Agreement concluded with the Seller. At the same time the Manufacturer hereby ensures that the Guarantee complies to the requirements of the Directive 1999/44/EC of the European Parliament as of 25.05.1999 regarding sale of goods and related warranties.

### Definitions:

1) Manufacturer – ELWIZ S.A. ul. Obwodowa 11; 66-008 Świdnica

2) Seller – entity, from whom the Purchaser purchased directly the product covered with this Guarantee.

3) Purchaser – referred also as the entitled on grounds of the Guarantee – the Party of the agreement concluded by the Seller on grounds of which he purchased the product covered with the this Guarantee.

### 1. General provisions

1.1. The manufacturer grants for the following products:

- 5 year Guarantee for PVC Windows and balcony doors,
- 2 year for PVC entrance door,
- 2 year for aluminium products,
- 2 year for slide HST door,
- 2 year for interior and exterior shutter,
- 5 year for glazing tightness,
- 1 year glazing regarding evident flaws with reservation on item. 2.4 of the Guarantee,
- 1 year for additional equipment that is closers, openers etc.

Moreover the Manufacturer grants 1 year Guarantee for parts used and installed during repairs or replacement, counting since the date when replacement or repair followed.

Guarantee period shall be counted since the next day after the day when purchase of the products from the Seller by the Purchaser followed, specified on the Guarantee Card.

If the product is purchased by the Purchaser from the Seller later than purchase of the product by the Seller from the Manufacturer, the guarantee period shall be extended appropriately, but not more than 30 days counted from the date when purchase followed by the Seller from the Manufacturer.

1.2. If at any time during guarantee period, the product becomes unfit for use according to its purpose, as a result of poor workmanship or material flaws, the Purchaser (the Party entitled on grounds of the Guarantee) may demand free of charge repair or replacement. The decision regarding replacement or repair is to be solely made by the Manufacturer. Unfitness shall be assessed on grounds of the technical standards that provided grounds for manufacturing of the product and its elements, including: standards concerning glazing: PN-EN-1279-1-6, PN-EN-12150-1:2002, PN-EN ISO 12543-(1÷6):2000, PN-EN 357:2002, PN-EN 365:2000, PN-EN 1096-1 and other normative, factory, brand standards for glass manufacturers (available on request), concerning PVC-U shapes: PN-EN 12608. According to technical standards appearance of the shape shall be determined by way of visual inspection at the distance of minimum 1m, perpendicularly

to the surface, in the daylight at the angle of 45 in relation to North or equivalent light from other artificial source.

The glass shall undergo visual inspection at the distance minimum 3m., while the actual distance will depend on type of defect considered in the given case, as well as the applied light source.

Aluminium shapes shall meet requirements specified in PN-EN 12020-1:2004 Standard, and shape dimensional deviations shall meet requirements of PN-EN 12020-2:2004 Standard.

The Manufacturer is not responsible for any inconsistency of the product and the Agreement on grounds of the Guarantee, if the Purchaser at the moment when the Agreement was concluded was aware of this inconsistency or should have been aware, if due diligence was maintained.

1.3. The condition for exercising the entitlements arising from the Guarantee is submission of the properly issued Guarantee Card along with a receipt. The properly issued Guarantee Card shall bear signature of the Seller, date of the purchase from the Manufacturer and date of Guarantee Card issuance.

1.4. The Guarantee does not cover activities that are to be carried out by the user at his costs according to guidelines in the Operation Manual.

1.5. The Purchaser shall carry out at his costs periodical evidenced inspections, cleaning and maintenance according to the Operation Manual to ensure proper and reliable performance.

1.6. Any faults confirmed by the Manufacturer shall be repaired free of charge within the Guarantee period during:

- up to 21 days since the written notice, if the repair does not include replacement structural elements,
- up to 60 days since the written notice, if the repair does not require replacement of structural elements of products.

1.7. Any complaints shall be placed at the outlet where purchase followed. Acceptance of the complaint follows, if the Guarantee Card was submitted along with a receipt and description of a defect.

1.8. In case of unjustified complaint, namely repair at the request of the Entitled Party of damages, defects or any other activities not covered with this Guarantee, the Entitled Party shall incur costs of repair, any adjustment, lubrication and other related costs.

2. The Guarantee does not cover:

2.1. Mechanical, chemical and other damages caused by high temperature, as well as damages of products not caused by the Manufacturer caused by unstable construction, where the assembly of the products followed, as well as caused by use when in transport by other entity than ELWIZ S.A.

2.2. Faults or inaccuracies invisible after assembly completion and that do not have influence on usability of the product (e.g. scratches), or when within tolerances determined in Standards referred to in item 1.2.

2.3. Product defects that were caused as a result of:

- Improper assembly or use of the product according to the Operation Manual and good engineering practice or technical standards, applicable for the location where assembly followed; the Purchaser shall receive the Operation Manual that shall be provided by the Manufacturer. If use or maintenance followed without the above Operation Manual on grounds of the instructions received when the Agreement was concluded, the Seller who concluded the Agreement with the Entitled Party shall be responsible for any inconsistency with the Agreement,

- Improper or poor assembly of PCV window joinery in relation to the Manual provided by the Manufacturer, with reference to the location where assembly followed. The Purchaser shall obtain the instructions from the Manufacturer during sale. If the assembly followed without the above mentioned Manual on grounds of the other instructions received when the Agreement was concluded, the Seller with whom the Entitled Party concluded the Agreement shall be responsible for any inconsistency of the product with the Agreement,

- Improper shipment or loading which was carried out by other entity than Manufacturer,

- Willful repairs, modifications, alterations of the structure not consulted with the Manufacturer.

2.4. Glazing, in case of:

- Cracking, other than resulted from flaw,

- Breaking,

- Scratches of exterior surfaces,

- Stains caused by chemical agents or thermal agents, e.g. sparks,

- Mist over inner of outer surfaces of glazing, as a result of poor ventilation or

weather conditions,

- Optical phenomena called „Newton's ring“ (rainbow effect) due to properties of FLOAT type glazing,

- Natural flaws of glazing within limits allowed in the Polish Standards,

- Other flaws that specified above, if repair hereof will include glazing unit replacement only. In these cases it is the Seller who ordered the product from the Manufacturer that is responsible for repair of any such flaw.

2.5. Fittings in case of:

- Damage caused by contamination (e.g. plaster, mortar),

- Damage caused by improper operations,

- Damage caused by poor adjustment (fittings adjustment shall be carried out by the Purchaser who shall ensure qualified personnel in this field),

- Failure to ensure periodical lubrication according to the Operation Manual.

2.6. The Euro Guarantee does not cover any obligation regarding repairs of any losses resulted from unsuitability of the product according to its purpose.

2.7. Minor repairs, window adjustment or replacement of glazing units shall be carried out by the Seller.

3. Delay with regard to complaint processing does not follow, if the representative of the Manufacturer contacts the Purchaser (the Entitled Party) within the agreed period to make repairs and cannot make repairs due to default of the Purchaser (the Entitled Party). The deadline for complaint processing shall be extended appropriately according to delay.

4. The Euro Guarantee expires when expire follows of periods referred to in item 1.1.

5. The Guarantee covers the territory of the European Community, Switzerland and Norway.

6. Pursuant to Art. 558 of the Polish Civil Code § 1 sentence 1, the Producer's liability under warranty for physical faults of the products shall be excluded completely.

6.1 In all matters related to exclusion of Producer's liability not stipulated in this Warranty Card, provisions of the Polish Civil Code shall apply.

MANUFACTURER:		
<b>ELWIZ S.A.</b> <b>Ul. Obwodowa 11</b> <b>66-008 Świdnica</b> <a href="http://www.elwiz.eu">www.elwiz.eu</a>		
Order No.	Issuing Person Signature	
Seller (Seal)	Sale Date  Product Issuance Date	Seller Legible Signature
Assembly (Fitter Seal)	Assembly Date	Signature
Guarantee Card Issuance Date		



**PURCHASER STATEMENT**

Hereby I state that I have read the above terms and conditions of the Guarantee and I obtained the Assembly Instructions ELWIZ S.A. as well as the Operation and Maintenance Manual.

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Date and Purchaser Legible Signature