

## GENERAL TERMS AND CONDITIONS OF WARRANTY OF MARSEL SP. Z O.O.

Marsel Sp. z o.o. with its registered office in Goleniów at ul. I Brygady Legionów 13, registered in the National Court Register — Register of Entrepreneurs kept by the District Court in Szczecin, 13th Commercial Division under the number 0000203060, NIP: 856-17-20-687, REGON: 810556236, issues a warranty for PVC / aluminium joinery\* according to the following conditions:

1. Signing by the purchaser, hereinafter referred to as the **Purchaser**, the contract for sale of window / door PVC / aluminum joinery with Marsel Sp. z o.o., hereinafter referred to as the **Manufacturer**, means acceptance of the general terms and conditions of the warranty.
2. A detailed list of products covered by the warranty is determined each time between the parties in the contract / order for the sale of window/door joinery.
3. The **Buyer** is obliged to read the Instruction for Use and Maintenance of Joinery for the purchased products, which can be found on the **Manufacturer's** website ([www.marsel.com.pl](http://www.marsel.com.pl)). The defects resulting from improper handling cannot be the basis for a complaint.
4. The warranty period is counted from the date of delivery of the goods to the **Buyer** by the **Manufacturer** and signing the delivery documents by the **Buyer**. The lack of a person authorized by the Buyer to accept the goods on the day of their delivery shall not affect the postponement of the date of commencement of the warranty period.  
In the case of using the assembly service by the **Buyer**, performed by a company authorized by the **Manufacturer**, the warranty period begins from the date of completion of assembly works and signing the acceptance certificate for the joinery. In the absence of an authorized person on the part of the **Buyer** at the time of completion of the works, it is permissible to unilaterally sign a the works acceptance certificate by the **Manufacturer**. In such a case, the unilaterally signed certificate shall constitute the basis for the commencement of the warranty period for the purchased goods and services.

The warranty periods are as follows:

- ✓ 60 months for windows and internal/external PVC/aluminium windows and doors for the profile strength, proper functioning of hardware, tightness of the sealed glazed units,
- ✓ 24 months for PVC / aluminium joinery with unusual shapes (e.g. arches, trapezoids, triangles, bevels, etc.)
- ✓ 24 months for roller blinds, façade blinds, mosquito nets and other sun screens, provided that the manufacturer does not provide a shorter warranty period for the product.
- ✓ 12 months for additional accessories such as handles, handrails, simple batch fillings, patent inserts, door locks, self-closing devices, limiters, ventilators, glue-on muntin bars, internal and external window sills, control panels, electric doorstrikes, mechanisms for closing and opening fanlights, etc.
- ✓ 12 months for assembly services

The warranty period for a replacement delivery (i.e. a new product delivered as a replacement for a defective product) is 12 months, but not less than the remaining original warranty period.

5. The warranty does not cover defects or faults arising as a result of:
  - claims for technical parameters of joinery, if they are or were at the time of purchase in accordance with the applicable approvals and company standards,
  - damage caused as a result of the Buyer's failure to observe the Instruction for Use and Maintenance of Joinery,
  - use of the product for purposes other than those for which it was intended,
  - structural changes in the product made by the **Buyer** without the consent of the **Manufacturer**,
  - damages caused by installation not in accordance with the rules of the art of construction, if the installation was not performed by a company authorized by the **Manufacturer**,
  - failure to carry out maintenance of the product,
  - repairs carried out by persons unauthorized by the **Manufacturer**,

- disassembly of the product from the place of the original assembly and reassembly in another place by persons not authorized by the **Manufacturer**,
  - external influences such as fire, salts, acids and other substances,
  - defects of insulating glass units resulting from physical phenomena such as: interference of light (Newton's rings, Brewster's stripes, spontaneous glass breakage caused by expansion),
  - permissible defects of joinery components (profiles, fittings, glass, etc.) in accordance with the guidelines and criteria of the manufacturer of the products concerned,
  - permissible defects of insulating glass: flat damage to the edges which does not impair the glass's strength, in accordance with the applicable standards, manufacturer's recommendations and technical criteria of the products manufactured by the manufacturer,
  - the phenomenon of steam condensation, resulting from large differences in air humidity in the room and outside and at large amplitudes of temperatures occurring in short periods of time, resulting from poor room ventilation or atmospheric conditions,
  - dirty windows, fittings and profiles caused by mortar, paint, debris, lime, gypsum, etc. and damage resulting from these causes,
  - events of a random nature such as burglary, devastation or force majeure such as hurricane, flood, lightning, etc.
  - mechanical, chemical and thermal damage
  - damage to products not caused by the **Manufacturer**, including those resulting from instability of the structure in which the products have been installed.
  - improper transport and loading, which was organized by another entity than the **Manufacturer**,
6. The **Manufacturer** is not responsible for the product made at the request of the **Buyer**, contrary to the applicable standards and guidelines referred to in clause 12 of the General Terms and Conditions of Warranty (e.g. exceeded sizes of structures allowed by the **Manufacturer**, exceeded permitted weight of sealed glazed units, individual and non-system solutions). In such a situation, the warranty shall not apply.
7. Explicit defects of the delivered joinery, i.e. non-conformity of dimensions, incompatibility of colours, scratches and cracks of profiles and glazing units, mechanical damage, should be reported in writing on the documents specified in clause 4 of the General Terms and Conditions of Warranty.  
All explicit defects reported after the Buyer signs the documents specified in clause 4 are not subject to warranty.  
The possibility of temporary assembly of the product with a revealed overt defect should be consulted with the **Manufacturer's** representative each time.
8. During the warranty period, the **Manufacturer** removes free of charge any defects arising from the reasons inherent in the sold joinery, being defects arising during manufacture or defects in material and undertakes, at its own discretion, to repair the defective goods or replace it with goods without defects. The **manufacturer** does not bear any other costs caused by the defect of the product other than those mentioned above, such as costs of repairs of other components. The choice of the method of meeting the claims shall be at the discretion of the **Manufacturer**.
9. The **manufacturer** may in any event waive its obligations under the terms of the warranty by paying the **Buyer** a sum equivalent to the price paid by the **Buyer** for products that are not fit for their normal use. In this case, the **Buyer** is obliged to return these products to the **Manufacturer**.
10. The warranty repair does not include activities provided for in the Instruction for Use and Maintenance of Joinery, which the Buyer is obliged to perform on its own and at its own expense.
11. The warranty does not cover the maintenance of the purchased product or current regulations. If the product has been adjusted after completion of the installation, any subsequent adjustment/maintenance is payable in accordance with the **Manufacturer's** current price list.
12. The inability of a product is assessed on the basis of technical standards and other system guidelines of the Manufacturer for a given product, valid as of the date of placing the order for a given product.
13. The Buyer is obliged to stop using the defective product and report the defect to the **Manufacturer** as soon as possible if further use of the product may cause deterioration of the product or damage to other elements. Mechanical damages resulting from not stopping the use of damaged joinery are not subject to warranty.

14. Any repair carried out by the **Manufacturer**, regardless of whether it is a paid/free repair, must result in the signature by both parties of a acceptance certificate for the service work, detailing the work performed. If the **Buyer** is not present during the performance of works, it shall be obliged to appoint a decision-maker by issuing a prior authorization to represent the **Buyer** and signing a service report. In the absence of a person authorized by the **Buyer** at the time of completion of the maintenance work, it is permissible to unilaterally sign the acceptance certificate for the maintenance work by the **Manufacturer**.
15. The **Manufacturer's** liability for product defects shall not exceed the value of the purchased goods.
16. The **manufacturer** recommends removing the foil and protective tape from the profiles and stickers from the glass immediately after the installation. Protective tapes and foils should be immediately removed from the products within 3 months of their exposure to external weather conditions, otherwise the guarantee for the purchased products will be lost. External materials used for the assembly (tapes, foams) should be protected against UV radiation and weather conditions within 3 months after the installation of the joinery by the **Manufacturer**.
17. Complaints should be submitted by filling in the form available on the **Manufacturer's** website ([www.marsel.com.pl](http://www.marsel.com.pl)). In order to fill in the form, it is necessary to provide the data included in the contract. It is also possible to send a complaint to the **Manufacturer's** address. Complaints that do not contain the required data will not be considered until they are completed. The date of notification of defects shall be the date of receipt of the duly completed notification by the **Buyer**. Within 14 days from the date of reporting defects, the **Manufacturer** shall provide the **Buyer** with an answer regarding the further procedure of examination of the notification.  
  
**Such a complaint should consists of:**
  - date and place of reporting the claim,
  - full name and position of the person reporting the claim,
  - the address where the goods subject to the complaint are located,
  - the date of delivery or installation of the order subject,
  - the order number and item number to which the complaint refers
  - the dimensions of the item to which the complaint refers
  - the detailed description of the reported damage / a picture of the damage with a description
  - additional data to make the contact easier (phone, e-mail),
  - a legible signature of the person who files the claim (in case of a complaint sent to the company's address)
18. The **Manufacturer** undertakes to remove the defects within 30 days from the date of stating the legitimacy of the complaint. If the repair of the product within this time limit is significantly impeded, in particular due to the nature of the production process in the Manufacturer's enterprise and due to reasons beyond the control of the Manufacturer, the repair time may be extended by the period of occurrence of the above mentioned difficulties, however, not longer than 90 days.
19. The manufacturer reserves the right of ownership of all delivered products until the payment for the purchased products is made in full and until then such goods are not subject to complaint. Failure to pay in full does not suspend or interrupt the warranty period.
20. The **Buyer** is obliged to cover the travel costs of the **Manufacturer's** service in case of an unjustified call for complaint. In case of a justified complaint, the cost of transport of the **Manufacturer's** employees to the place where the warranty subject is located shall be covered by the **Manufacturer**.
21. The warranty does not cover products or parts thereof for which the **Buyer** obtained a price reduction due to permanent defects.
22. The **Buyer** is obliged to enable the **Manufacturer** to check and remove the reasons for the complaint. Before the service visit, all additional elements (e.g. blinds) not supplied with the window should be removed from the window. Not allowing the **Manufacturer** to access the complained product within the time limit agreed by the parties by the **Buyer** shall be treated as a withdrawal from the complaint. Re-registration will be treated as a paid application, for which all resulting costs will be borne by the **Buyer**.

23. All electrically powered components integrated into the products shall be checked by the **Buyer** for efficiency immediately after installation of the product, but no later than before the commencement of plastering work. Electrical components must be connected in accordance with the **Manufacturer's** guidelines for such electrical components. Any connection of any actuators, electric drives, controllers or other electrical devices to the mains should be made by an authorized electrician holding appropriate certificates or approvals. Connections to the mains shall be made so as to ensure unobstructed access to the product for repair or replacement for a new one, or for any other purpose which leads to its normal use, and in particular, so as the electrical cable can be removed as a whole from the drive unit. Failure to comply with the above obligations shall void the **Buyer's** warranty rights with respect to the product for which and to the extent that the **Buyer** or a third party has made electrical connections in a manner that does not provide unrestricted access to the Product. All activities related to the connection of joinery equipment elements to the electrical/telecommunication network of the building and their configuration are the responsibility of the **Buyer**.
24. If, together with the ordered joinery, the **Buyer** purchased frame mosquito nets from the **Manufacturer**, after each individual assembly or disassembly, the **Buyer** is obliged to check the correct functioning of the joinery and the mosquito nets. Due to the design of the nets, which are part of the additional equipment of the joinery, the warranty does not cover the deformation of gaskets, minor scratches of profiles, frames and sashes or other damages caused by the use, installation or disassembly of additional elements of the joinery equipment, which are the result of normal use of the joinery and elements of its additional equipment.
25. Installation of external window sills above drainage openings is forbidden. If the drainage openings are obstructed for this reason, the product is not covered by the warranty.
26. In the event of a discrepancy between the **Manufacturer** and the **Buyer** as to the unsuitability of the product for the use as intended, the parties may agree to appoint an independent expert or body, agreed by the parties, to provide a binding opinion on the unsuitability of the product for the use as intended. The costs of issuing the opinion shall be borne by the party against whom the opinion was issued.
27. The warranty for sold goods does not exclude, limit or suspend the rights of the **Buyer** under the provisions of the warranty for defects of sold goods.
28. The scope of the full warranty covers only the territory of the Republic of Poland.  
For products introduced for sale in the EU countries, the guarantee is limited to delivering to the Buyer's registered office an element or product free from defects in place of an element or product with a defect and being the subject of a complaint.

We wish you complete satisfaction with the use of our windows.  
Our qualified staff are always at your disposal.  
For emergency or unusual situations please contact us:

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Best Regards,

Marsel Sp. z o.o.