

WARRANTY OF PPU OLA Sp. z o.o. for Foreign Partners

GENERAL PROVISIONS

1. These Terms and Conditions of Warranty apply to woodwork products manufactured by Przedsiębiorstwo Produkcyjno – Usługowe „Ola” spółka z o.o., with its seat in 83-260 Kaliska, ul. Firmowa 12, hereinafter referred to as the Producer.
2. A detailed list of products covered by the warranty shall be each time determined in an order, between the Producer and the Authorised Trade Partner (hereinafter referred to as the Partner).
3. By submitting its order, the Partner accepts the Terms and Conditions of Warranty.
4. The rights arising from the warranty may be exercised by the Partner subject to payment of any sums which are due to the Producer.

SCOPE, AND TERMS AND CONDITIONS OF WARRANTY

1. The Producer hereby provides the Partner with warranty on woodwork products manufactured according to the standard adopted and observed by the Company, for a 24-month period, under Article 577 of the Civil Code.
2. The warranty covers only the products installed in accordance with the Producer's Woodwork Installation Manual. The Manual is available on www.ola-kaliska.eu
3. On receiving the warranty claim, the Producer shall first verify the compliance of installation with the Producer's Woodwork Installation Manual. If the installation is found to be non-compliant with the Manual, the Partner may lose its warranty rights.
4. The warranty shall cover product defects resulting from faulty manufacture and material flaws. The warranty period commences on the date of the sales invoice issue to the Partner.
5. Product maintenance and ongoing adjustments shall not be included in the warranty. End Users are obliged to conduct regular woodwork maintenance and adjustments.
6. The range of colours of the ALU woodwork coatings is compliant with the RAL colour palette. The colours, shades and gloss of the woodwork coating, as presented in the RAL colour palette, are of an indicative nature.

EXCLUSIONS OF STRICT LIABILITY

1. The warranty shall not include any defects caused by or arising from:
 - a. mechanical or thermal defects,
 - b. the use of aggressive chemical agents,
 - c. natural disasters (fire, flood, hurricane, etc.),
 - d. vulcanised protective tape,
 - e. normal wear and tear,
 - f. minor flaws not affecting the product use,
 - g. damage resulting from fortuitous events, scratches, broken glass, etc.,
 - h. damage resulting from the improper woodwork use or adverse environmental conditions (in particular excessive dampness),

- i. window pane misting, either inside or outside, resulting from improper room ventilation of atmospheric factors,
 - j. natural glass defects within the ranges acceptable under the binding standards,
 - k. frame waviness in the inter-pane space (8-13 mm from the window pane edge),
 - l. fitting damage caused by dirt (e.g. gypsum mortar, cement-lime mortar, etc.),
 - m. minor (a few millimetre) deviations of muntin shapes from the horizontal and vertical axes caused by increased temperature, and, in consequence, increased length and muntin clanging effects caused by environmental vibrations, are allowed,
 - n. improper use, operation of installation,
 - o. the use being non-compliant with the operating and maintenance manual applicable to all contractual elements; the manuals are available on www.ola-kaliska.eu,
 - p. products made to the Partner's order outside production standards (e.g. balconies without bars, exceeded permissible dimensions, etc.).
2. The warranty shall not cover any products or parts for which the Partner has been granted a discount due to specific permanent flaws.
 3. The Producer shall not be held responsible for any woodwork dimensions determined in the Partner's order if such measurements are taken and/or provided by the Partner.
 4. The warranty rights shall not include the Partner's right to claim the repayment of any profits lost due to product repair.
 5. The abuse of any warranty rights, and any groundless or unjustified call of the Producer's service, may result in a recourse claim for costs repayment, including the repayment of transport and labour costs, based on the currently-binding price lists.
 6. In the case of goods being delivered by the Dispatcher, the Partner is obliged to immediately unpack the goods and verify their condition. If the received goods are damaged, the Partner is obliged to immediately fill in a complaint form, using the Dispatcher's template.

OBLIGATIONS OF THE PARTNER

1. Window pane drizzling is likely to occur in poorly-heated rooms with high air dampness or limited ventilation, as panes are the lowest-temperature surfaces in such rooms. In such cases, the End User is obliged to improve ventilation (by ensuring additional ventilation equipment or more frequent airing).
2. PVC windows have an internal airing and draining system; the window frame in its lower part is equipped with draining holes, and in the upper part additionally with pressure-reducing holes. The purpose of draining is to discharge the water that may get into the window during precipitations. End Users are obliged to ensure that the draining holes are unobstructed (free from dirt), and that their outlet from the outer part allows for the free outflow of water onto the windowsill. External windowsill

mounting above the draining holes is not allowed. A woodwork tightness test conducted by means of a thermo-graphic camera shall not form the basis for the complaint's being recognised as valid.

3. Both the Partner and the End User are obliged to familiarise themselves with the operating and maintenance manual regarding the Producer's goods, and to consult the Producer in the case of any manufacture-related doubts.

WARRANTY ENFORCEMENT

1. The warranty is enforced by way of submitting a request for the free-of-charge defect removal to the Producer.
2. Warranty claims may be submitted in person, by e-mail (toola-kaliska@ola-kaliska.eu) or by registered letter. They should contain:
 - a. date and place of complaint lodging,
 - b. name of the reporting person,
 - c. address at which the goods which are complained against can be found,
 - d. additional contact data (phone, fax, e-mail),
 - e. indication of the faulty element (the item number is recommended) and detailed description of the reported flaws,
 - f. legible signature of the reporting person.
3. The date of complaint lodging shall be considered the date of reporting the defects.
4. The Partner shall use the Producer's warranty services in compliance with these Terms and Conditions, and only within the activity area as agreed upon with the Producer in the cooperation contract.
5. The receipt of a complaint shall not oblige the Producer to remove the flaws.

6. The Producer undertakes to respond to the complaint in writing within a maximum of 14 days from the date of inspection, and to fulfil its obligations arising hereunder in the case of the complaint's being recognised as valid.
7. In the case of rejecting the complaint, the Producer is obliged to justify its decision and deliver it in writing (by registered letter or e-mail).
8. The Producer or its representative may require the Partner to provide additional information regarding the identified defects.
9. The Partner shall each time provide the Producer or its authorised representatives with access to the product complained against, in order to conduct inspection and remove defects. The date and time of such access shall be determined by the Partner or any authorised person making the complaint, provided however that it must be on a business day between 8.00 am and 4.00 pm.
10. The Partner's failure to provide the Producer or its authorised representative with access to the product complained against on the agreed date shall be treated as withdrawing the complaint.
11. Where deemed impossible at an earlier date, the defects shall be removed within 1 (one) month of the Partner's being notified of the complaint receipt unless it requires ordering special materials. In the latter event, the Producer shall inform the Partner on the date of defect removal. The Producer shall use its best endeavours to remove any physical defects by means of repair or, where deemed impossible, to replace the elements complained against with defect-free ones.

FINAL PROVISIONS

1. Any product repairs and alterations performed in the warranty period by any persons unauthorised by the Producer shall result in the termination of rights arising hereunder.