

These GUARANTEE TERMS AND CONDITIONS are applicable to PRODUCTS of Przedsiębiorstwo Produkcyjno – Usługowe “OLA” Spółka z o.o., 83-260 Kaliska ul. Firmowa 12, taking into account that their long and efficient functioning depends on correct assembly, regular maintenance and proper use, as well as the use of products in accordance with their intended purpose. The assembly as well as operation and maintenance manuals are available at www.ola-kaliska.pl

A. DEFINITIONS OF TERMS

1. GUARANTEE – voluntary commitments of the MANUFACTURER towards the BUYER resulting from this document.
2. MANUFACTURER – P.P.U. “OLA” Spółka z o.o.; 83-260 Kaliska, ul. Firmowa 12
3. PRODUCT – a product manufactured by the MANUFACTURER and admitted to trading and use in the construction industry on the basis of the CE marking and the declaration of performance or on the basis of individual technical documentation.
4. BUYER (holder of the GUARANTEE) – a party to the agreement made with the MANUFACTURER, pursuant to which the BUYER acquired the PRODUCT covered by this GUARANTEE.
5. STANDARD – any industry-specific standards applicable to the PRODUCT in the European Union, in the second place any standards of the MANUFACTURER and its suppliers (the selected criteria for the PRODUCT assessment are available at www.ola-kaliska.pl)
6. complaint notification – notification about unfitness of the PRODUCT for normal use.

B. GENERAL PROVISIONS

1. The MANUFACTURER grants the BUYER the PRODUCT GUARANTEE, ensuring that PRODUCTS are fit for use in accordance with their intended purpose in the scope specified by the STANDARD.
2. All complaints concerning PRODUCTS will be considered on the basis of compliance with the STANDARD and their declared properties.
3. The MANUFACTURER’S obligations under the GUARANTEE are limited to the territory of the country within which the BUYER’S registered office is located.
4. The condition for the exercise by the BUYER of its guarantee rights is the submission of the Guarantee Card or proof of purchase of the PRODUCT and the settlement of any outstanding liabilities of the BUYER towards the MANUFACTURER.

C. OBJECT AND TERM OF THE GUARANTEE

1. The MANUFACTURER grants for PRODUCTS manufactured thereby the GUARANTEE for the period of:
 - 1.1. 66 months for windows and balcony doors, tilt and slide doors (PSK), lift and slide doors (HST) made from PVC;
 - 1.2. 24 months for PVC entrance doors and for aluminium products;
 - 1.3. 12 months for additional equipment, i.e. door closers, automatic door openers, etc.
2. The beginning of the guarantee period is the date of sale specified in the Guarantee Card or the proof of purchase.
3. Materials and elements which are the object of the agreement not manufactured by the MANUFACTURER (e.g. sills, roller blinds, mosquito nets, garage doors, etc.) are only covered by the guarantee terms and conditions of their manufacturers.
4. The GUARANTEE does not cover:
 - 4.1. PRODUCTS or their parts for which the BUYER has obtained a reduction in price due to their defects about which they knew or, judging reasonably, should have known at the time of the agreement execution;
 - 4.2. PRODUCTS classified by the MANUFACTURER as second-quality products which the BUYER purchased on sale.
5. The scope of the GUARANTEE does not include activities provided for in the operation and maintenance manual (e.g. periodic cleaning and maintenance of the PRODUCT and its current adjustments) which the BUYER is obliged to perform on their own and at their own cost in order to ensure the proper operation of the PRODUCT.
6. The GUARANTEE term for parts used for the repair of the PRODUCT is 12 months from the date of the repair completion; however, this period may not expire earlier than the GUARANTEE term for the PRODUCT which was subject to the repair.

D. MANUFACTURER’S OBLIGATIONS

1. If at any time of the GUARANTEE the PRODUCT is not fit for use in accordance with its intended purpose, for reasons that occurred during the production or for reasons inherent in the material used for the production, the BUYER may request the MANUFACTURER to repair the PRODUCT free of charge.
2. The MANUFACTURER undertakes to process the BUYER’S complaint within 14 days from the receipt of a properly completed complaint notification in a written form and to obtain full explanations and information from the BUYER.
3. During the guarantee term, the defects will be removed free of charge by the Manufacturer within 15 working days from the date of recognising the complaint as justified.
4. The time limit specified in point 3 above may be extended in the event of circumstances on which the MANUFACTURER did not have any influence, for example by the period necessary to obtain or to produce spare parts, while the extension of the period may not last longer than its cause. The BUYER will be informed about the extension of the time limit in writing.
5. The MANUFACTURER is entitled to choose the method of repairing the unfitness of the PRODUCT for its intended purpose, also to take the decision on the replacement of the PRODUCT with a defect-free one.
6. The MANUFACTURER, upon the BUYER’S written consent, may release itself from the obligations resulting from the GUARANTEE by paying the BUYER:
 - 6.1. the equivalent of the PRODUCT that is not fit for use in accordance with its intended purpose; in such a case, at the MANUFACTURER’S request, the BUYER is obliged to return the PRODUCT,
 - 6.2. part of the value of the PRODUCT whose acknowledged defects make its use in accordance with its intended purpose impossible.
7. The MANUFACTURER has the exclusive right to commission the repair to the authorised representative.
8. If the complaint or the BUYER’S rights under this GUARANTEE are rejected, the MANUFACTURER is obliged to justify its decision and deliver it in writing (by registered letter or e-mail).

E. BUYER’S OBLIGATIONS

1. Immediately after the defect detection, the BUYER is obliged to send a written complaint notification (by registered letter to the MANUFACTURER’S registered office address or by e-mail to the following address: serwis@ola-kaliska.pl) and to stop using the

PRODUCT. The BUYER'S failure to comply with these conditions authorises the MANUFACTURER to cancel the BUYER'S rights under this GUARANTEE.

2. A notification will be deemed to have been properly and completely filled in if it contains:
 - 2.1. the first and last name and data enabling contact with the BUYER and the PRODUCT user;
 - 2.2. the date on which the notification has been sent and the number of the guarantee card or the proof of purchase of the PRODUCT;
 - 2.3. the address at which the PRODUCT is located;
 - 2.4. the description of the unfitness of the PRODUCT for its intended purpose;
 - 2.5. the photo of the PRODUCT being the object of the complaint and of the defect detected;
 - 2.6. other information that the MANUFACTURER will deem necessary for the proper assessment of the legitimacy of the complaint.

Lack of any of the above-mentioned information authorises the MANUFACTURER not to process the complaint.
3. At the MANUFACTURER'S request, the BUYER will immediately provide free access to the PRODUCT being the object of the complaint or its part so that the MANUFACTURER could examine, repair or replace it with a new one. If the BUYER does not provide the MANUFACTURER or its representative with free access to the PRODUCT being the object of the complaint or to its part on the agreed date, it will be treated as the BUYER'S withdrawal from claims under the GUARANTEE.
4. The BUYER is obliged to cooperate with the MANUFACTURER in explaining the legitimacy of the complaint and causes of the defect occurrence and its removal.
5. In order to ensure the proper operation of the PRODUCT, the BUYER is obliged to perform periodical inspections, cleaning and maintenance in accordance with the operation and maintenance manual at their own expense.
6. If the PRODUCT is delivered by a Forwarder, the BUYER is obliged to immediately unpack the PRODUCT and to check its condition. If the received PRODUCT is damaged, the BUYER is obliged to immediately fill in a complaint form, using the Forwarder's template.

F. EXCLUSIONS OF LIABILITY

1. The guarantee does not cover:
 - 1.1. Defects which remain invisible after the assembly and have no impact on the use value of the PRODUCT (e.g. scratches, lack of straightness of frames and transoms in the space between the panes, etc.) or fall within the tolerance specified in the STANDARDS;
 - 1.2. Damage resulting from transport or loading or unloading works of the PRODUCT, provided that the transport or such works have not been performed or commissioned by the MANUFACTURER;
 - 1.3. Defects resulting from the assembly of the PRODUCT contrary to the assembly manual specified by the MANUFACTURER, best construction practices or technical standards applicable to the type and location of the assembly, provided that such works have not been performed by the MANUFACTURER or its authorised representative;
 - 1.4. Defects resulting from the BUYER'S non-compliance with the operation and maintenance manual specified by the MANUFACTURER;
 - 1.5. Mechanical, physical, chemical or biological damage caused by high temperature as well as caused by dirt (including plaster, mortar, environmental pollution in the atmosphere, etc.) or harmful weather conditions (e.g. excessive moisture), and any damage to the PRODUCT not caused by the MANUFACTURER, including damage resulting from fortuitous events, force majeure or instability of the structure in which the PRODUCTS were installed;
 - 1.6. Mechanical and thermal damage of glass panes occurred, for example, during the use of the PRODUCT;
 - 1.7. Defects of and damage to the PRODUCT that occurred as a result of repairs, modifications and other changes of the PRODUCT not authorised by or not agreed with the MANUFACTURER;
 - 1.8. Defects and damage that occurred as a result of the use of the PRODUCT in violation of its intended purpose.
2. The occurrence of the following physical phenomena does not constitute the basis for filing a complaint:
 - 2.1. Condensation of water on glass panes either inside or outside, resulting from improper room ventilation and/or atmospheric factors;
 - 2.2. Optical phenomena called "Newton's rings" (rainbow-like rings) which are the characteristics of FLOAT double glazing;
 - 2.3. Different shades of glass resulting from its different construction and properties;
 - 2.4. Other natural glass defects within limits acceptable under the STANDARD.
3. The following circumstances do not constitute the basis for processing a complaint:
 - 3.1. results of the examination of the joinery by means of a thermal imaging camera;
 - 3.2. differences in shades, gloss, texture or pattern of decorative film or varnished surfaces between the PRODUCT and samples, elements of the PRODUCT or materials and elements that are the object of the agreement, but are not produced by the MANUFACTURER (e.g. sills, roller blinds, mosquito nets, garage doors, etc.).
4. The GUARANTEE does not cover elements subject to normal wear and tear.

G. FINAL PROVISIONS

1. This GUARANTEE does not exclude, limit or suspend the BUYER'S rights resulting from the provisions on warranty for defects of the item sold.
2. The fact that the MANUFACTURER has accepted the complaint notification and undertaken activities aimed at examining the PRODUCT and assessing the legitimacy of the complaint does not automatically mean that the BUYER'S complaint or claims are valid.
3. The MANUFACTURER is not liable for costs connected with the performance of the GUARANTEE other than costs of removing the defect of the PRODUCT (costs of travel, labour and materials). In particular, the rights under the guarantee do not include the BUYER'S right to claim reimbursement of lost profits in connection with the repair of the PRODUCT, as well as the GUARANTEE does not cover the MANUFACTURER'S obligation to redress any damage resulting from the unfitness of the PRODUCT for use in accordance with its intended purpose.
4. Requesting the MANUFACTURER to perform its obligations under the GUARANTEE without a justified reason authorises the MANUFACTURER to charge the BUYER with costs incurred on this account (costs of travel, labour and materials) according to the currently applicable MANUFACTURER'S price list.