GENERAL GUARANTEE CONDITIONS OF PRODUCTS SZKŁOLAND SP. Z O.O.

1. General provisions

1.1 General Guarantee Conditions (hereinafter: GGC) constitute an integral part of sales contracts and delivery contracts concluded by Szkłoland Sp. z o.o. with the Buyers, concerning Products offered by Szkłoland Sp. Z.O.O. unless these agreements provide otherwise.
1.2 Definitions - the following terms mean:

a. Guarantor - the company "Szkłoland" Sp. z o.o. with registered office in Gutkowo, Gutkowo 52B, 11-041 Olsztyn, NIP 739-32-86-160, REGON 511490224 entered in the National Court Register kept by the District Court in Olsztyn, 8th Division of the National Court Register under KRS number 0000107247,
b. Buyer - a contractor including a contract for the sale or delivery of products offered by the Guarantor with the Guarantor. These GGC apply only to contractors being entrepreneurs within the meaning of art. 43 ¹ of the Civil Code and not being consumers within the meaning of art. 22 ¹ of the Civil Code,
c. Parties - Guarantor and Buyer,
d. GGC - these Guarantee Terms,
e. Product - products and goods produced by the Guarantor as part of the statutory business activity, including the individual order of the Buyer,
f. Carrier - courier, transport or forwarding company or other entity through which the Guarantor delivers its goods and products to the Buyer.
g. Warehouse - the warehouse of the Guarantor Products at its registered office or other place designated for that purpose.
h. Day - working day (all days of the week excluding Saturdays and Sundays).

1.3 The parties exclude the application of the Buyer's contract templates to the Guarantor's liability (in particular general warranty conditions and model contracts, regulations).
1.4 Direct warranty claims against the Guarantor may only be submitted by the Buyers who purchased the product from the Guarantor.
1.5 According to art. 558 § 1 of the Civil Code, the warranty for the Product is excluded.

2. Guarantee period

2.1 The warranty period for Products offered by the Guarantor is 12 (twelve months) counted from the date of receipt of the Product by the Buyer. The proof of receipt of the Product is each time a signed delivery note document or a transport document. The guarantor provides a guarantee within the European Union.
2.2 The Guarantor provides the Buyer with a guarantee for the indicated period based on a VAT invoice or other document confirming the sale of the Product.

3. The scope of the warranty

3.1 The Guarantor provides the Buyer with a warranty for all Products they sell, provided that they are used in accordance with the intended use and conditions of use specified in these warranty conditions.
3.2 During the guarantee period, the Guarantor, if the complaint is accepted, settles the complaint in one of the following ways:

a. refund of the price of purchased or delivered Products,
b. replacement of the Products complained about free from defects in the case when the repair of the Product is impossible or its cost is disproportionately high in relation to the price of the Product,
c. repair of damaged Products, if it is technically possible,
d. lowering the price of Products (discount).

3.3 Due to the warranty, the Buyer or third parties shall not be entitled to a claim against the Guarantor for any damage caused as a result of Product defects. The liability of the Guarantor related to the conclusion of the Product sales or delivery agreement, regardless of the liability, does not include compensation for loss of expected profits, lost profits, production losses, contractual penalties, re-assembly costs, loss of market reputation, etc

3.4 The Guarantor shall be liable to the Buyer only for physical defects arising from causes inherent in the Product sold. Complaints are subject to:

a. wrong amount of goods,
b. occurrence of cracks,
c. incorrect dimension of glass plates,
d. poor quality of the edges work (splinters, polishing defects, abrasions in grinding),
e. making glass from a different grade or thickness than indicated in the order,
f. drilling errors,
g. delamination of elements,
h. improper glass aesthetics, e.g. stains,
i. deflection outside the hardening standard,
j. wrong direction of bending,
k. execution of the glass plates beyond the tolerance specified by the client in the order,
l. not making one of the production processes (e.g. hardening) specified in the order,
m. lack of a safety mark or its poor location, where it was required,
n. defects in the substance of glass, e.g. air bubbles.

3.5 The warranty does not cover defects caused by other reasons, and especially as a result of:

a. external factors: mechanical, thermal, chemical, dampness, excessive dirt, etc.,
b. incorrect storage of the Product, after its receipt by the Buyer (storage conditions constitute Annex No. 1 to GGC),
c. using unsuitable installation and assembly materials, such as silicones, adhesives and other substances that may react chemically with the Product,
d. mounting and using the Product contrary to its intended use,
e. incorrect installation, maintenance, storage and transport of the Product,
f. damages resulting from fortuitous events, factors characterized by force majeure or intentional actions of third parties (acts of vandalism, fire, flood, atmospheric discharges, etc.),
g. malfunction of other installations (eg electricity, heating, etc.) or devices affecting the operation of the Product (humidifiers, coolers, heaters, fans, etc.).

3.6 Complaints are not subject to:

a. the phenomenon of variable wettability of glass - the wettability of the glass surface on the outside of the insulating glass may vary depending e.g. on the imprints of rolls and fingers, labels, vacuum suction cups, residual sealing materials, glazing agents or sliding agents.

On wet glass surfaces due to the formation of tarnish, rain or water, different wettability can be seen in the form of distinct stains, theoretically with greater transparency. This phenomenon is a characteristic of glass. The quality of glass not moistened with water vapor is subject to visual assessment,

b. color deviations (deviations of hue and permeability) - theoretically float glass is colorless, in fact it has a green or blue-green shade. It is caused by the content of various raw materials used in the production of glass. Differences can also occur in float, colored float, optiwhite, laminated from different manufacturers (which is a consequence of the different chemical composition of the EVA film used for lamination). In addition, the shade of glass is given by coatings (layers of metal oxides on the glass surface thanks to which it has special properties, eg low-emissivity coatings). The shade of the glass depends on the following factors: coating type, glass thickness, lighting, viewing angle on the surface of the glass,
c. glass cracking during or after assembly - glass is an amorphous (amorphous) body, has negligible internal stresses, thanks to which it can be cut and processed. It is a homogeneous hard and brittle body. Cracks are caused by thermal or mechanical external factors. In order to increase glass resistance to cracks caused by thermal or mechanical loads, the glass can be toughened, which increases its mechanical strength several times,
d. Iridescence and sodding - glass stored in damp and warm rooms for a long time, can corrode on the surface. Such corrosion occurs in the form of a milky coating or colored stripes. Glass corrosion is often irreversible. Therefore, the glass should be stored in appropriate conditions (dry and ventilated room and proper spacers between glass panes).

3.7 The warranty does not cover parts subject to normal wear and parts and consumables, such as gaskets. The warranty does not cover liability for defects in goods arising after their combination with other items and for defects caused by the processing of goods by other entities. The guarantor has the right to refuse the complaint in the event of learning on the spot the wrong conditions for the storage of glass or the wrong way of assembly (general conditions for glass storage are attached as Appendix 1 to this document). The Guarantor has the right to withhold from the Buyer the completion of the complaint until the Buyer settles all outstanding debts, with the exception of the amounts due for the goods complained about, pending their consideration by the Guarantor

3.8 The qualitative evaluation of glass panes consists in visual inspection carried out with the unaided eye, in diffused daylight or light simulating such lighting. Products (glass) are examined by looking at them from a distance of 1 meter in terms of their intended use. Defects invisible from a distance of 1 m are not subject to assessment and can not be the subject of a complaint. Defects visible from a distance of 1 m should be measured and compared with the tolerances indicated in the table below. Products (glass) are not considered:

Defect name	Main area	Edge area
Hairthin scratches	Allowed but not in clusters	Allowed but not in clusters
Scratches	A single scratches up to 15mm long is allowed, the sum of the length of all scratches can not exceed 15mm	A single scratches up to 30mm long is allowed, the sum of the length of all scratches can not exceed 90mm
Point defects		
<0,5mm	Allowed	Allowed
<1.0mm	Allowed, not in clusters	Allowed, not in clusters
<2.0mm	2pcs per 1 m2, max 5 pcs	1pcs per 1 m, per each edge
>2,0mm	Not allowed	Not allowed
Dirt	Not allowed	Not allowed
Glass chips		
<2,0mm	Allowed in clusters	Allowed in clusters
<6,0mm	Single allowed	Single allowed
Splits	Not allowed	Not allowed

3.9 The warranty does not cover products, which on the basis of submitted documents and product ratings can not be identified as a product purchased or delivered by the Guarantor.
3.10 The guarantee covers the Product purchased from the Guarantor or its sales network subject to the Buyer's timely payment for the product. In the event of a delay in due payment for a product, the warranty procedure will be suspended until full payment is made.
3.11 If a third party complains against the Buyer about any claims that may be related to the Products sold or delivered to the Buyer, the Buyer should immediately notify the Seller about the products sold to the Buyer, enabling him to participate in proceedings related to the claims of that person . Failure to comply with these obligations excludes the liability of the Guarantor related to these claims.

4. Loss of rights under the guarantee

4.1 The buyer loses the entitlements under the product warranty if it is found:

a. any modification of the Product,
b. interference in the Product of unauthorized persons,
c. any attempts to repair the Product made by unauthorized persons,
d. failure to comply with the obligation to carry out periodic maintenance checks if required,
e. occurrence of payment arrears for the Product exceeding 90 days from the invoice due date.

4.2 Learning by the Guarantor of occurrence of cases described in point 4.1. constitutes the basis for not acknowledging the complaint of the Product. If the complaint is not taken into account for the reasons mentioned in point 4.1. the product being complained about will be returned to the Buyer at his written request provided that all transport costs of the Product are covered in advance.

4.3 Uncollected Product referred to in point 4.2. after 60 days will be automatically disposed of.

5. Warranty procedure

5.1 The basis for accepting the Guarantor's liability under the guarantee is to meet all of the following conditions:

a. filing a complaint (in writing, via fax or e-mail to: reklamacje@szkloland.pl) by the Buyer on the complaint form containing: Product name, date of purchase, detailed description of the damage along with additional information about the defects of the product and photos of the defective product. A sample complaint form is available at http://www.szkloland.pl and constitutes attachment No. 2 to these warranty terms,
b. presenting the original invoice for the purchase of the product being complained about and the delivery note document or waybill,
c. delivering the claimed product to the registered office of the Guarantor personally or via the Carrier, or at Guarantor's request making access to the Product at the place of installation.

5.2 The Buyer is obliged to examine the products in terms of quantity, quality and mechanical damage, including those incurred during the transport of the goods immediately after their receipt, but not later than within 3 days from the date of receipt of the product. All complaints related to the quantity as well as visible damage to the goods should be reported by the Buyer at the time of receipt of the goods, however not later than within 3 days from the date of receipt of the product. Discovered defects should be documented in the form of a complaint protocol stating the occurrence of defects and forwarded to the Guarantor. In the case of a notification by the Buyer at a later date than provided for in the previous sentence of Product defects or quantitative, quality or mechanical defects including those arising during transport, and possible to be found at the time of receipt, the Seller is entitled to reject the complaint. Complaints regarding defects or hidden damage, which is not possible to notice at the time of receipt of the Product, should take place within 3 days from the detection of the defect, but not later than within 14 days from the date of receipt by the Buyer.

5.3 Product defects or damages disclosed during the warranty period should be reported to the Guarantor immediately, but no later than 7 days from the date of their disclosure.

5.4 The Buyer is obliged to cease further use and processing of products covered by the claimed complaint and to secure the Products claimed about for the needs of inspections made with the participation of the Guarantor's representative in the place appointed by the Guarantor, or to hand it over to the Guarantor upon prior agreement. In case of abandoning this obligation, the Guarantor has the right to reject the complaint.

5.5 After receiving the complaint application, the Seller shall within 5 days comment on the further handling of the complaint. If a visual inspection of Products submitted for complaints is required, they are made by a person authorized by the Guarantor. The buyer is obliged to allow the person authorized by the Guarantor to carry out the inspection at the agreed place and time. If the Buyer refuses to allow inspection or prevent them, the Guarantor has the right to refuse the complaint. The Guarantor has the right to request the return of a properly secured Product to the Guarantor's office. The costs of returning the parcel shall be returned by the Seller after the complaint has been considered, ie at the latest 14 days from the date of acceptance of the complaint.

5.6 In the case of unique Product, imported or produced at the Buyer's individual order, in particular a Product with specific parameters or properties repair of which recquires specialized materials, the Guarantor reserves the right to extend the period of warranty performance for the period necessary to import or produce the above-mentioned. materials.

5.7 The warranty procedure covers only complete products, serviceable, free from defects and mechanical damage resulting from external factors.

5.8 In the case of Products that the Buyer is not able to send back to the Guarantor, the Guarantor will send his warranty service to the place of Product assembly for the purpose of diagnosing or

repairing the Product. In cases of an unjustified service call, the Buyer will be charged for travel and service costs at a rate of PLN 2,000 for one business day

5.9 In the event of the Product being repaired at the place of its assembly, the Buyer is obliged to ensure free access to the Product and enable the Guarantor to perform a safe service procedure in accordance with all health and safety rules, in particular to provide necessary increases (platforms, ladders, scaffoldings), appropriate site preparation (rain cover, snow removal , ice removal, etc.), suitable technical capabilities. In another case, the service technician has the right to refuse any complaints.

5.10 Products sent back to the Guarantor's address at his expense or sent back without notice to the Guarantor will not be accepted or will be accepted with the reservation that the service procedure will not be activated until the Guarantor returns the costs of shipment of the Product within a non-transferable period of 14 days.

5.11 The claimed product should be properly secured during transport. The risk of transporting the Product rests with the Buyer. The Guarantor shall not be liable for damage to the product in transit, in particular due to improper packaging or securing of the product by the Buyer.

5.12 The guarantor decides on the validity of the warranty claim and on the choice of the manner of implementing the accepted warranty claims.

5.13 Replaced defective products become the property of the Guarantor.

5.14 The Guarantor reserves the right to withhold the guarantee procedure in case the Buyer is in arrears with payments for invoices overdue longer than 7 days.

5.15 In the case of repair of the Product, the warranty period is extended by the time of Product failure. In the event of replacement of a product with a new one, this product is covered by a new guarantee, calculated from the moment of delivery of the new Product.

5.16 The guarantor is not obliged to modernize or modify existing products after entering newer versions on the market.

5.17 In matters not covered by these regulations, the provisions of the Civil Code shall apply.