



WARRANTY CARD

GENIUS GARAGE DOORS

#MasterIt

I. GENERAL TERMS AND CONDITIONS

1. The manufacturer, Pagen Sp. z o.o., located in 32-864 Gnojnik 699, Poland (hereafter referred to as **"Guarantor"**), warrants that the **GENIUS GARAGE DOORS** covered by this guarantee (hereinafter referred to as the **"Product"**) and their components are manufactured in accordance with PN – EN 13241 norm and are suitable for their intended use in residential and commercial buildings.
2. The Guarantor declares that he has the appropriate documents allowing the products to be marketed in the European Union and ensures that the products have the properties described in these documents.
3. The warranty is valid in all English-speaking markets.
4. The Guarantor guarantees high quality and proper operation of the products for which this Warranty Card is issued, provided that all guidelines included in the instructions for installation, use and maintenance of the product are followed. The manual is issued together with the product or available on the Guarantor's website: www.pagen.com.
5. The warranty applies only to defects in the object of the sales contract.
6. The guarantor's liability for product defects must not exceed the value of the product.
7. The warranty does not cover the obligation to repair due to product defects or its unsuitability for the intended use (lost profit, repair costs, etc.).

II. PERIOD OF THE WARRANTY

- a) Warranty is valid for a period of:
- b) 2 years – for set of tracks, panel components, springs,
- c) 2 years – for garage door drivers from SOMMER Polska Sp. z o.o.,
- d) 5 years – Guarantor guarantees that EPCO Polska Sp. z o.o. panels, used for production of the garage doors, will not be delaminated (foam-steel separation), as long as they are not exposed to sunlight with temperature above 50°C,
- e) The garage doors panels are made of cold-rolled, hot-dip galvanised sheet metal with polyester, polyurethane or PVC coating (wood imitation and INOX); in accordance with EN 10169 or EN 10327 standards; therefore, except for certain geographical conditions (altitude above 1000m,...) atmospheric (salinity, chemicals,...) or other (impacts, contact with solvents,...) conditions, our panels are guaranteed against rusting and peeling in accordance with this table:

Distance		3-20	
from the sea		Km	>20 Km
Organic			
coating	NW*	5 years	10 years
PCV coating	NW*	2 years	5 years

*NO WARRANTY

2. Warranty period starts:

- a) in case of purchase of the product directly from the Guarantor with installation service - on the day of installation of the product
- b) in other cases – on the day of product release

3. The warranty referred to in pt. 1 a)-c), at the customer's request may be extended by 1 year, on the basis of a written agreement concluded within 1 year from the date of purchase of the product. The condition for extension of the warranty period is:

- a) an obligation on the part of the Buyer to return the product for servicing after the first year of use,
- b) payment by the Buyer of the fee for the guarantee extension.

4. The warranty period for parts used in the repair or replacement of the product covered by the warranty is 12 months from the date of completion of the repair or replacement, but this period cannot end earlier than the warranty period described in point 1 above for the product in which they were used.

5. This warranty does not cover product defects and repairs for damage that has occurred or may occur as a result of installation and/or assembly of the products in violation of the obligations indicated in IV. 1 - 3.

6. Assembly and/or installation in such a manner as to render the product or its components inaccessible shall render this warranty null and void for those components that are inaccessible and for other components that cannot be dismantled or repaired without access to components installed contrary to the foregoing.

7. Warranty does not cover:

- a) the consequences of normal/natural wear and tear,
- b) deformation of spring gate panels,
- c) defects and faults resulting from improper use of the product,
- d) defects and faults arising from mounting of the product not in the accordance with the Mounting guide and/or principles of the art of construction as well as recommendations included in this warranty card connected with the usage and conservation of the product,
- e) defects and faults arising from making any construction changes of the product without knowledge of the Guarantor,
- f) defects and faults arising from lack or incorrect conservation of the product,
- g) defects and faults arising from the usage of the inappropriate paint or too late painting,
- h) defects and faults arising from incorrect, non-professional product handling, negligence or deliberate action of the Buyer or third parties,
- i) defects and faults caused by external factors (water, fire, salt, lye, acids or abnormal weather conditions),

- j) defects and faults arising from repairs conducted by unauthorised persons,
- k) defects and faults arising from the usage of the parts of other producers, without knowledge of the Guarantor.

7. The warranty expires and the Buyer loses all rights under this warranty:

- a) if the product's name plate is removed or obliterated,
- b) if the product's number is removed or obliterated.

III. OBLIGATIONS OF THE GUARANTOR

1. If defects and faults are found in the product during the warranty period, the buyer has the right to make a claim under this warranty.
2. The warranty may be fulfilled by repairing the product, replacing it with a new one or refunding the purchase price. The choice of how to handle the complaint lies with the Guarantor.
3. The basic method for performing the warranty obligations is free of charge removal of defects and faults. If the free of charge removal of defects and faults is not possible or would require incurring costs disproportionate to the value of the advertised product, the Guarantor may decide to replace the product with a new one.
4. Due to technological progress, constructional changes of individual components may occur during the warranty period. Therefore, the Guarantor reserves the right, in case of withdrawal from the market of an element that requires replacement or repair, to replace it with another element of the same quality and function.
5. The Guarantor may cancel the replacement or repair of the product and return to the Buyer the amount corresponding to the purchase price of the product. In such case, the Buyer is obliged to return the product to the Guarantor.
6. Complaints will be considered within 14 days from the date of receipt of the complaint. Within this period, the Guarantor will inform the Purchaser about accepting or refusing to accept the complaint. If the complaint is accepted, the Guarantor will replace or repair the product within 21 days from the date of complaint receipt. If repair or replacement within this period will not be possible, due to the need to import or manufacture spare parts, due to the organization of the production process of the Guarantor, or for reasons beyond the control of the Guarantor, the time of replacement or repair may be extended, of which the Guarantor will inform the Purchaser.
7. In the case of:
 - a) insignificant defects which are considered to be a defect that is not visible after installation of the product or a defect that does not affect the use value of the product and its suitability for normal use,
 - b) defects that cannot be eliminated, but the product is suitable for normal use,

the guarantor, with the agreement of the buyer, may be released from its obligations under this warranty by paying a part of the purchase price of the product, in proportion to the quantity or

amount of the defect found or to the degree of reduction of the product's suitability for normal use.

IV. OBLIGATIONS OF THE BUYER

1. Installation of the product, if not carried out by the Guarantor, should be entrusted exclusively to specialised companies dealing with the installation of this type of product. The installation should be carried out in accordance with the rules of the trade or building codes appropriate for the place of installation. During installation, the instructions and recommendations of the Guarantor should be followed.
2. Individual elements of the product, especially electrical elements, should be checked for efficiency after the product has been installed. All works related to installation, connection and start-up should be done by an electrician holding SEP (POLISH ELECTRICAL ASSOCIATION) license up to 1kV. The correctness of product operation should be checked by a service wire.
3. Installation and connection of electrical components should be made in such a way as to allow free access to the product and its components for possible repair or replacement.
4. In order to exercise the rights contained in this warranty, the Buyer is obliged to lodge a complaint at the point of sale or directly at the Guarantor's premises.
5. A complaint with a description of the defects and faults and an indication that the Buyer wishes to exercise his rights under this warranty should be submitted:
 - a) in a written form,
 - b) at the sales point where the contract was concluded - in this case, the seller will draw up a complaint report and give it to the Buyer to sign.
6. When lodging a complaint, the Buyer is obliged to present a document which makes it possible to identify the contract on the basis of which the product was purchased (a copy of the contract, a copy of the VAT invoice or a copy of the acceptance protocol).
7. A complaint shall be reported within two months of the date on which the defect or failure is discovered by the Buyer. The above does not apply to visible defects existing on the date of delivery of the product - these should be reported immediately, no later than within 48 hours from the date of delivery. The following are considered visible defects: inconsistency of dimensions and colors, mechanical defects, scratches, cracks in panels etc., obvious unfitness for normal use, incompleteness of accessories. Before signing the acceptance protocol, the Buyer is obliged to check the product for visible defects in terms of quantity and quality. Failure to submit a complaint within the period referred to above shall result in expiry of the Buyer's rights under the warranty.
8. At the request of the Guarantor, the Buyer shall immediately make available the defective product in the place where it is located or shall take and provide the Guarantor with photos of the defective product, made in a manner allowing verification of the complaint.

9. Performing by the Guarantor activities related to the verification of the complaint including visual inspection of the product or disassembly of the product or its elements in order to verify the legitimacy of the complaint, shall not be considered as the recognition of the complaint and does not exclude the possibility of non-recognition of the complaint in the future or raising an accusation of expiration of claims of the Buyer under the warranty.
10. The Buyer is obliged to provide the Guarantor with free access to the product in order to verify the complaint, repair or replace it with a new one, or otherwise bring it back to normal use. If the product is built-in, the Buyer is obliged to provide access to the product at its own expense.

V. DISPUTABLE MATTERS

1. In case of a dispute, related to the scope of the Guarantor's complaint liability, each party may refer the case for evaluation by an independent expert, accepted by both parties. In such case the parties are obliged to respect the results of the expert opinion.
2. Guarantor shall reimburse the costs of expertise referred to in item 1 only if the expertise proves that the defects and faults are under its warranty responsibility.
3. In the event of an unjustified complaint, the Buyer shall reimburse all related costs.
4. Also in this case, the choice of how to handle the complaint lies with the Guarantor. Guarantor is not bound by the suggestions and guidelines contained in the expertise.

VI. ADDITIONAL INFORMATION

1. TRANSPORT AND STORAGE

Guarantor recommends transport of the product in a horizontal position in a specially prepared for this purpose rack. The product must be adequately protected against damage during transport.

The panels should be adequately put on a rack and protected against negative atmospheric factors.

The protective foil covering both surfaces of the panels must be removed immediately after installation of the gate. After this time the paint or coating (wood imitation and INOX) may be damaged when removing the protective film.

2. INSTALLATION

The product should be installed in such a way that it does not endanger human life or health.

The product should be properly secured before installation.

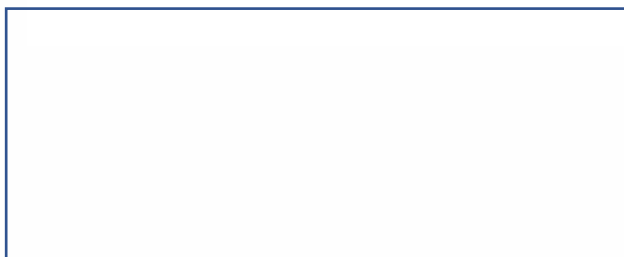
Installation should be conducted in accordance to the principles of the art of construction. It is recommended that installation should be conducted by the specialised companies dealing with installation of the garage doors.

The installation company is responsible for the usage of the proper mounting materials, depending on the type of the surface (stone, concrete, steel, wood).

3. MAINTENANCE

According to EU norms the garage doors must be regularly maintained and inspected starting from the first use according to the service instructions. Maintenance work must be carried out by a qualified person, recommended by the Guarantor or suitably trained in maintenance. The maintenance work carried out should be recorded in writing in the place designated on the guarantee card (downloadable from the Guarantor's website: www.pagen.com).

4. THE BUYER SHOULD READ THE INSTALLATION, USE AND MAINTENANCE INSTRUCTIONS AVAILABLE ON THE WEBSITE: WWW.PAGEN.COM. IN CASE OF ANY DOUBT, PLEASE CONSULT THE SHOWROOM WHERE THE PRODUCT WAS PURCHASED.
5. THIS WARRANTY DOES NOT EXCLUDE OR LIMIT THE PURCHASER'S RIGHTS ARISING FROM THE NON-CONFORMITY OF THE PRODUCT WITH THE CONTRACT (WARRANTY FOR DEFECTS).



STAMP, DATE AND SIGNATURE OF THE SELLER

I DECLARE THAT I HAVE READ THE CONTENTS OF THESE WARRANTY CONDITIONS, WHICH I UNDERSTAND AND ACCEPT



SIGNATURE OF THE BUYER