



WARRANTY CARD
SHUTTERS

#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**”), ensures that covered by this warranty **SHUTTERS** (hereafter referred to as „**Product**”) and their elements are manufactured according to EN 13659:2015 norm and are fit for use for their intended purpose in residential and commercial buildings.
2. Guarantor declares that has the appropriate documents authorizing the marketing of products in the European Union, ensures that the products have the characteristics described in these documents.
3. The warranty is valid in all English-speaking markets.
4. The Guarantor guarantees high quality and proper functioning of the products for which this Warranty Card was issued, provided that all guidelines included in the instructions for use and maintenance of the product are followed. The instructions for installation, use and maintenance of the product are available on the website: www.pagen.com.
5. The warranty applies only to defects revealed in the object of the sales contract.
6. The guarantor's liability for product defects shall not exceed the value of the product.
7. The warranty does not cover the obligation to repair due to defects in the product or its unsuitability for the intended use (lost profit, repair costs, etc.).

II. PERIOD OF THE WARRANTY

1. Warranty is valid for a period of:
 - a) for set of tracks, shell and boxes – 2 years,
 - b) for drives for exterior shutters – 2 years.
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 release of the product.
3. The warranty period for parts used in the repair or replacement of a warranted product is 12 months from the date the repair or replacement is completed, but such period may not end earlier than the warranty period described in Section 1 above for the product in which they were used.
4. This warranty does not cover product defects or repairs for damage that has occurred or may occur as a result of installation and/or installation of the products in violation of the obligations indicated in IV. 1 - 3.
5. Assembling and/or installing in a manner that prevents access to the product or its components will void this warranty on the components that cannot be accessed and on the remaining components that cannot be removed or repaired without access to the components installed in violation of the above disclaimer.
6. Warranty does not cover:
 - a) the consequences of normal/natural wear and tear,
 - b) elastic deformations,

- c) defects and faults arising from the misuse 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 to the product without knowledge of the Guarantor,
- f) defects and malfunctions resulting from the failure to provide electrical power in accordance with the terms of the installation, use and maintenance instructions,
- g) defects and faults arising from lack or incorrect conservation of the product,
- 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 arising from 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,
- l) l) defects and malfunctions caused by the product being installed in such a manner or in such a location that it is not possible to easily access the location for installation and servicing or repair in accordance with health and safety standards.

III. OBLIGATIONS OF THE GUARANTOR

1. If defects and faults are found in the product during the period referred to in II.1-2 above, the buyer shall have the right to make a claim under this warranty.
2. The guarantee 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 warranty obligations is free of charge removal of defects and faults. If free of charge removal of defects and faults is not possible or requires 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, during the warranty period, constructional changes of individual components may occur. 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 this 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 complaint notification. Within this period, the Guarantor will inform the buyer 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 of importing or producing 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 shall inform the Buyer.

7. In 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 consent of the purchaser, may release itself from its obligations under this warranty by paying 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 in the product's usefulness for normal use.

IV. OBLIGATIONS OF THE BUYER

- 1. Installation of the product, if not performed by the Guarantor, should be entrusted only to specialized 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. Particular elements of the product, especially electric elements, should be checked for efficiency after installation of the product. All works related to installation, connection and start-up should be done by an electrician holding SEP (POLISH ELECTRICAL ASSOCIATION) license up to 1kV. Correctness of product operation should be checked by a service wire.
- 3. Installation and connection of electrical components should be done in a manner allowing easy access to the product and its components in order to make possible repairs or replacement with new ones. In particular, access to the power cord should be provided. If the product is installed on a level higher than the first floor, the Buyer is obliged to provide at his own expense an elevator or scaffolding allowing easy access to the product, observing health and safety rules. Otherwise, the Guarantor may withdraw from maintenance or repair.
- 4. The buyer is responsible for ensuring that the product is properly powered in accordance with the standards in the installation, use and maintenance instructions.
- 5. In order to exercise the rights contained in this guarantee, the Buyer is obliged to submit a complaint at the point of sale or directly to the registered office of the Guarantor.
- 6. The complaint, with a description of the defects and faults and indicating that the Buyer wishes to exercise its rights under this warranty, should be submitted:
 - a) in a written form,

- b) At the point of sale where the contract was concluded - in this case the seller will prepare a complaint acceptance protocol and give it to the Buyer to sign.
7. When making a complaint, the Buyer is obliged to present a document that will allow the identification of the contract under which the product was purchased (a copy of the contract, a copy of the VAT invoice, a copy of the protocol of receipt).
 8. A complaint should be reported within two months from the date on which the defect or failure is discovered by the Buyer. The above does not apply to visible defects that exist on the date of release of the product - these should be reported immediately, no later than 48 hours from the date of release of the product. The following are considered visible defects: size and color inconsistency, mechanical defects, scratches, cracks, 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 claim within the period referred to above will result in expiration of Buyer's rights under the warranty.
 9. At the request of the Guarantor, the Buyer shall immediately make the defective product available at the place where it is located or shall take and provide the Guarantor with photographs of the defective product, made in a manner allowing verification of the complaint.
 10. The execution by the Guarantor of activities connected with the verification of the claim, including the visual inspection of the product or disassembly of the product or its elements in order to verify the legitimacy of the claim, shall not be treated as the recognition of the claim and does not preclude the non-recognition of the claim in the future or the raising of an accusation of expiration of the Buyer's claims under the warranty.
 11. The Buyer is obliged to provide the Guarantor with free access to the product in order to repair or replace it with a new one or otherwise bring it back to normal use. In case the product is installed, the Buyer is obliged to provide access to the product at its own expense. If the product is installed at a level higher than the first floor, Buyer shall provide an elevator or scaffolding 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 point 1, only if the expertise proves that the defects and faults bear his 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**


The guarantor recommends transport of the product in horizontal position. During transport, the product must be adequately protected against damage. The protective film should be removed immediately after installation.

2. INSTALLATION

The product must be installed in such a way that it does not pose a risk to human life or health.

The product must be properly protected 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 shutters.

The installation company is responsible for using the proper installation materials.

3. 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.**4. THIS WARRANTY DOES NOT EXCLUDE OR LIMIT THE BUYER'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