



WARRANTY CARD

PVC & ALUMINIUM

#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 **PVC & Aluminium joinery** (hereafter referred to as „**Product**”) and its elements are manufactured according to current norms and are fit for use for their intended purpose in residential and commercial buildings.
2. Guarantor declares that he holds relevant documents for the marketing authorisation of the products in the territory of the European Union and ensures that products have got characteristics described in these documents.
3. The warranty is valid in all the English-speaking markets.
4. Guarantor guarantees the high quality and proper functioning of the products for which this Warranty Card has been issued under the conditions that all the guidelines in the assembly instruction, usage and conservation of the product are followed. All of these documents are available on the website: www.pagen.com.
5. The warranty applies only to the defects revealed in the subject of sale contract, evaluated only in respect to the contents of the contract and its attachments, in which documents, each time, individually the parameters of the buying product are determined. Presented in the sales offices and headquarters of the Guarantor templates, cross-sections of PVC joinery and aluminium constructions are only for visual aspect and are not the reference point for assessment of the product accuracy.
6. Guarantor's liability for the product faults cannot be higher than the value of the product.
7. The warranty does not cover the obligation of repair due to the product defects or its unsuitability for use as intended (forfeited profit, repair costs, etc.).
8. The warranty does not cover the obligation of the Guarantor to perform regulatory actions but also maintenance described in the use and maintenance manual.

II. PERIOD OF THE WARRANTY

1. Warranty is valid for a period of:
 - a) 5 years – for profiles Premium Line, Premium Line Arte, Comfort, Comfort Arte, Eco, Eco Arte in opening, tilt and fixed windows, with exception of profiles in nonstandard constructions (arcs, haunches, triangles, circles, semi-circles, trapeziums, etc.) for which the warranty period is 2 years,
 - b) 10 years – for profiles Exclusive Line in opening, tilt and fixed windows, with exception of profiles in nonstandard constructions (arcs, haunches, triangles, circles, semi-circles, trapeziums, etc.) for which the warranty period is 2 years,
 - c) 5 years – for sliding system profiles (with exception of driving system, for which warranty period is 2 years),
 - d) 7 years – to preserve the function of the fittings in Premium Line, Premium Line Arte, Comfort, Comfort Arte, Eco, Eco Arte windows,
 - e) 10 years - to preserve the function of the fittings in Exclusive Line windows,
 - f) 2 years - to preserve the function of the fittings in doors,

- g) 5 years – for tightness of the glazing package,
 - h) 5 years – for durability of the gaskets
 - i) 2 years – for aluminium joinery
 - j) 1 year – for additional, exchangeable window and door accessories, that are a separate entity, i.e: handles, ventilators, door closers, etc. and installation services.
 - k) 5 years for the durability of the door panels. The guarantee is subject to the following conditions panels from direct sunlight (e.g. by using a canopy over the door).
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- 2. The warranty period starts with the day of the release of the product (confirmed by appropriate protocol) under the condition of full payment for the product charge.
 - 3. Warranty period for the parts used for repairs or the replacement of the product under warranty is 12 months, counting from the day when repair or replacement ends; whereby that period can't end earlier than the warranty period, described in the point 1 above for product in which they were used.
 - 4. This warranty does not cover the product faults and repairs of the damages arising or likely to arise from the mounting and/or installation of the products in breach of the obligations indicated in point IV. 1 – 3.
 - 5. The mounting and/or installation in the way there is no possibility to access the product or its elements, results in expiry of this warranty for elements to which there are no access and for the other elements, which cannot be dismantle or repair without access to the elements installed in contrary to the above disclaimer.
 - 6. Warranty does not cover:
 - a) the consequences of normal/natural wear and tear,
 - b) defects and faults arising from the misuse of the product,
 - c) 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, recommendations included in this warranty card connected with the usage and conservation of the product,
 - d) defects and faults arising from making any construction changes of the product without knowledge of the Guarantor,
 - e) defects and faults arising from lack or incorrect conservation of the product or use of the product in contrary to the rules of use,
 - f) defects and faults arising from incorrect, non-professional product handling, negligence or deliberate action of the Buyer or third parties,
 - g) defects and faults arising from external factors (water, fire, salt, lye, acids or abnormal weather conditions),
 - h) defects and faults arising from repairs conducted by unauthorised persons,
 - i) defects and faults arising from the usage of the parts of other producers without knowledge of the Guarantor,
 - j) defect and faults arising from removing the product from the place of the primary installation and mounting it in other place,

- k) defects of the glazings, arising from physical phenomena such as: light interference (Newton rings, Brewster strips, spontaneous fractures of the glass connected with expansion),
 - l) acceptable defects of the profiles (damages, scratches) invisible in a daylight from the exterior from the distance of 3 meters and from interior from the distance of 2 meters,
 - m) acceptable defects of insulated glass (see: point II.9),
 - n) occurrence of vapour condensation arising from the high differences of humidity in the room and outside, also with high temperature amplitudes occurring in short time periods,
 - o) glass contamination, fittings and profiles with mortar, paint, debris, lime, gypsum, etc.,
 - p) defect and faults, arising from force majeure (hurricane, flood, thunder strike, etc.).
7. Due to the manufacturing technology of the mosquito nets, which are additional elements of the joinery, the warranty does not cover gaskets deformations, minor scratches of profiles, frames and sashes or other defects arising from usage, installation or removing additional elements of the window joinery which are a result of normal exploration of joinery and the elements of its additional equipment.
8. When client buys the mosquito nets from the Guarantor he is obliged to check the correct functioning of joinery and mosquito nets after each installation or removal. The Guarantor is not liable to the customer and any third parties for damages which may occur due to the disconnection of the mosquito nets from the joinery.
9. In terms of the glass elements, assessment of product compliance with standards is done in accordance to the requirements and parameters included in PN-EN 1279-1:2018 norms.

III. OBLIGATIONS OF THE GUARANTOR

- 1. If any defects and faults of the product are found during the period mentioned in point II.1-2 above, the buyer is entitled to lodge a complaint 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 primary means of discharging the guarantee obligations is to remove defects and faults free of charge. If 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, 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 can waive the exchange or repair of the product and refund to the buyer an amount corresponding to the purchase price of the product. In that case, the Buyer is obliged to turn back the product to the Guarantor.
- 6. The complaints will be considered within 14 days from the date of receipt of the complaint. On that date, the Guarantor will inform the buyer on whether or not to accept the

complaint. If the complaint is accepted, the Guarantor will replace or repair the product within 21 days from the date of receipt of the complaint. If the repair or replacement will not be possible on this date due to the need of importing or producing the spare parts, due to the organisation of the production process of the Guarantor or due to the reasons independent from the Guarantor, the time of replacement or repair may be extended, about what the Guarantor will inform the Buyer.

7. In case of:

- a) nonsignificant defects, which shall be regarded as a defect not visible after installation of the product or a defect that does not affect the value in use 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 buyer's consent, may be released from the 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 lowering the suitability of the product for normal use.

IV. OBLIGATIONS OF THE BUYER

1. Installation of the product, if it is not done by the Guarantor, should be entrusted only to the specialised companies, dealing with the installation of this type of products. Installation shall be made in accordance with the rules of the trade or industry standards appropriate to the site of installation. During the installation, manual and recommendations of the Guarantor should be respected.
2. Assembly should be performed in a manner that allows free access to the product and its components for possible repair or replacement.
3. In order to benefit from the rights concluded in this warranty, Buyer is obliged to make a complaint at a sales point or directly in the headquarters of the Guarantor.
4. Complaint, with the description of the defect and faults and the indication that the Buyer would like to use the rights resulting from this warranty, should be submitted:
 - a) In a written form,
 - b) At the sales point in which the contract was concluded – in that case, salesperson will prepare the complaint acceptance protocol and give it to the Buyer to sign.
5. 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).
6. 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 existing on the date of release of the product - these should be reported immediately, no later than within 48 hours from the date of release. Visible flaws are recognised as discrepancy of the dimensions and colours, mechanical defects, scratches etc., obvious unfitness for normal use, incompleteness of additional accessories. Before signing the acceptance report, the

Buyer is obliged to both quantitative and qualitative check of the product for a visible faults. Failure to make a complaint in the time mentioned above results in expiration of the Buyer's rights under the warranty.

7. 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 photographs of the defective product, made in a manner allowing verification of the complaint.
8. 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 guarantee.

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 on a level higher than the first floor, the Buyer is obliged to provide at its own expense an elevator or scaffolding allowing easy access to the product while observing health and safety rules.

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 case 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 INFORMATIONS

1. Detailed information about transport, storage, installation, usage and maintenance of the products are located in the installation, usage and maintenance manual, available on website: www.pagen.com.
2. Installation should be carried out in accordance with the rules of the trade. It is recommended that installation is carried out by specialized companies dealing with window installation. The mounting company is responsible for using proper mounting materials.

3. THE BUYER SHOULD READ THE ASSEMBLY, 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 RIGHTS OF THE BUYER ARISING FROM THE NON-CONFORMITY OF THE PRODUCT WITH THE CONTRACT (WARRANTY FOR DEFECTS).



STAMP, DATE AND SIGNATURE OF THE SELLER

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



BUYER'S SIGNATURE