Siding SV(P) 05

Guarantee

Place	Distributor's stamp and signature
Date of sales	

§ 1. General provisions

1. Profile VOX spółka z ograniczoną odpowiedzialnością sp. k. with its registered office in Czerwonak, ul. Gdyńska 143, 62-004 Czerwonak, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań-Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0000210637, REGON 634591881, NIP 7772776017, BDO: 000002790, phone: 695 540 190, hereinafter referred to as "Guarantor", guarantees that its:

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hereinafter collectively referred to as the "Product" is intended for finishing the walls of buildings, and its detailed properties are specified in the relevant Declaration of Performance, available at www.vilo.com, stating the suitability of the Product for use.

2. If and when defects have appeared in the Product within the period specified in §5 of the Guarantee from the date of Product purchase, the Guarantor will, at its discretion, repair the Product or replace the defective Product with a defect-free Product, or refund the entire price paid for the Product.

3. If the Guarantee Holder is a Consumer, he or she may specify whether he/she requests to have the Product replaced or repaired. The Guarantor may replace the Product when the Guarantee Holder requests repair or may repair the Product when replacement is requested if the service requested by the Guarantee Holder is impossible or would require excessive costs. If repair and replacement are impossible or would require excessive costs, the Guarantor shall refund to the Guarantee Holder the price paid for the Product. A Consumer is a natural person who enters into a legal transaction with an entrepreneur for a purpose which is outside that person's business or profession, and also a person entering into a transaction directly related to his or her business activity when the matter of the contract is not related to that person's profession specifically resulting from the object of his/her business activity disclosed on the basis of the provisions of the Business Activity Central Register and Information Record ("Consumer").

4. If a substantial repair was made or a defective Product was replaced with a defect-free Product under this Guarantee, the Guarantee period with respect to such replaced or repaired Product shall start afresh, i.e. shall begin to run from the date on which the defect-free item is delivered or the repaired item returned to the Buyer. If the Guarantor has replaced part of the item, the above shall apply accordingly to the replaced part. In other cases, the Guarantee period shall be extended by the time of repair during which the Buyer is unable to use the Product. When reimbursing the Product price, the Guarantor may require prior transfer of ownership of the Product by the Buyer back to the Guarantor and release of the Product to the Guarantor.

5. In case of non-conformity of the thing sold (Product) with the contract, the Buyer is entitled by law to seek legal remedies from the seller at the seller's cost. The warranty does not affect these remedies.

6. The Guarantee shall be granted in the territory of the country in which the Product was delivered to the first Buyer.

7. The purchase date shall be the date on which the Product is released to the Buyer.

§ 2. Transfer of rights under the guarantee

1. The person authorized under the Guarantee ("Guarantee Holder" or "Buyer") is a buyer who purchases the Product for own use; buyers purchasing the Product for further resale carried out within the framework of their business activity are excluded.
2. In the case of a change of the person authorized to use the property where the Product has been installed, the Guarantee passes onto the new authorized property user in accordance with the terms of this Guarantee, provided that the new authorized property user presents this guarantee (stamped and signed) to the Guarantor.

§ 3. Limitation of guarantor's liability

1. The Guarantor is not liable for defects - damage to the Product caused by external factors after the release of the Product to the Buyer (the Guarantor recommends insuring the Product covered by this Guarantee against the effects of external factors), in particular related to:

- misuse of the Product or its improper storage and transportation before installation, or its storage and transport before installation, contrary to the instruction for assembly and use of the Product attached to the Product
- installation inconsistent with the instructions for assembly and use of the Product supplied with the Product,
- use of accessories not provided in the instructions for assembly and use of the Product,
- impact of foreign objects exceeding the level specified in the Document referred to in §1.1,
- fire, earthquake, flood, lightning, strong wind, hail, abnormally high or low air temperatures, or other events that could be classified as force majeure,
- defects, faults or other damage to the building or the material on which the Product is installed caused in particular by factors such as movement, deformation, cracking or settlement of the wall, material or foundation of the building,
- air pollution (including metal oxides or metal particles), mould, exposure to harmful chemical substances,
- objects, plants, or structures in the vicinity of the Product resulting in uneven discoloration of the Product,
- the effect of sunlight on the Product resulting in discoloration above grade 3 of the grey scale described in PN-EN 20105-A02:1996 standard (item 3 below).

2. This Guarantee does not apply to the Product to which the Buyer has applied any other, non-manufactured coating (e.g. paint, varnish, or plaster) or otherwise modified/changed it.

3. The Guarantor is liable only for defects caused by the Product due to Product properties.

4. The Guarantor is not liable for discoloration that exceeds the scale of permissible discoloration, i.e. grade 3 of the gray scale described in PN-EN 20105-A02:1996 standard. Discoloration is a natural aging process of each Product, depends on the geographical location of the place of using the Product and occurs at different times according to Table 1 contained in §5 a) of the Guarantee.

5. In the case of replacement of the Product or any of its components under this Guarantee, when the Product installed by the Buyer is no longer manufactured by the Guarantor or has been modified by the Guarantor, the Guarantor has the right to use the closest equivalent (in terms of type and technical parameters) of the originally installed Product.

§ 4. Obligations of the guarantee holder

1. The Guarantee Holder should notify the Guarantor of the identified defects of the Product immediately after discovering the defect justifying the claim under the Guarantee.

2. All claims under the Guarantee should be filed with the Guarantor through the seller from whom the Product was purchased.

3. A claim filed under the Guarantee should include: description of the defect, address where the Product was installed, contact details of the claimant (name, surname, address of residence, telephone number, e-mail address - if available) and, if possible, photograph documentation showing the defect. By providing an e-mail address, the Buyer agrees to receive from the

Guarantor an e-mail response to the specified e-mail address, if the Guarantor responds to the claim in this form, and information related to the complaint procedure. When the Buyer submits a claim through the seller from whom the Product was purchased, the Buyer may be asked to provide other data, including personal data required in the complaint handling process.

4. Claims under the Guarantee shall be processed on condition that this document bearing the stamp and signature of the seller (distributor) is attached to the claim. Moreover, the claimant should specify the place where the Product was bought, name of the seller and date of sale of the Product.

5. If the claim is made by a Buyer who is a Consumer, the Guarantor will inform the Claimant in writing (by e-mail or regular mail) not later than 14 days from the date of filing the claim of the manner in which the claim will be processed. The Guarantor reserves the right to inform that claim processing may require inspecting the Product visually at the place of its installation or storage, which involves the Buyer's obligation to provide access to the property where the Product is located (installed or not yet installed). The inspection shall be performed by an authorized representative of the Guarantor. The Buyer shall provide the Guarantor with all information and documentation necessary to properly prepare and perform the inspection. In the course of the visual inspection, the Guarantor is entitled to collect a Product sample. The Buyer's failure to provide access to the property for the purpose of visual inspection before the lapse of the time limit for claim processing shall result in dismissing the claim.

6. If the claim is made by a non-consumer Buyer and if processing the claim is possible on the basis of photographs of the Product defect provided by the Buyer, the Guarantor will inform the Claimant in writing (by e-mail or regular mail) not later than 14 days from the claim filing date of the manner in which the claim will be processed. The Guarantor reserves the right to inform that claim processing may require inspecting the Product visually at the place of its installation or storage, which involves the obligation of the Buyer to provide access to the property where the Product is located (installed or not yet installed). In this case, the claim shall be considered within 14 days from the date of its filing and providing the Guarantor with access to the property for the purpose of visual inspection. The Guarantor will, as soon as possible and not later than 14 days from the date of filing the claim, contact the Buyer (by phone or e-mail) to set the date for the inspection. The inspection shall be performed by an authorized representative of the Guarantor. The Buyer shall provide the Guarantor with all information and documentation necessary to properly prepare and perform the inspection. In the course of the visual inspection, the Guarantor is entitled to take a Product sample. If the Product has not been installed, instead of visual inspection the Guarantor may request the Buyer to deliver the Product sample at the Guarantor's expense to the following address: Profile VOX sp. z o.o. sp. k., Dział Jakości [Quality Department], ul. Gdyńska 143, 62-004 Czerwonak. The Guarantor will contact the Buyer by phone or e-mail as soon as possible, no later than 14 days from the claim filing date, to inform the Buyer of the necessity to deliver a Product sample to the Guarantor. The sample should be delivered no later than within 7 days from receiving the above information from the Guarantor. In such a situation, the 14-day period for considering the claim under the Guarantee starts from the day on which the claim has been filed and the Product sample has been delivered to the Guarantor.

7. In the case when the Buyer's claim has been recognized as valid, the Guarantor will perform its obligations specified in §1.2 of this Guarantee within 60 days from the date of provision to the Buyer of information about claim processing, specified in §4.5. At the same time the Guarantor reserves that due to the specificity of the production process, the above 60-day period for performing the obligations of the Guarantor may be extended by the time necessary for production and delivery of elements to replace or repair the Product, but it will not be longer than 80 days.

8. All replaced parts and components of the Product become the property of the Guarantor from the day of their replacement with other parts and components.

9. The Guarantor does not admit out-of-court complaint processing and claim pursuit.

10. In matters related to the Guarantee, the Guarantee Holder may contact the Guarantor by regular mail (mailing address of the Guarantor indicated in §1.1 of the Guarantee) or via e-mail (e-mail address: reklamacje.profile@vox.pl), or by phone: +48 695 540 190.

§ 5. Schedule of guarantee cover

1. The Guarantee period is counted from the day of purchase of the Product by the Buyer, shown on the Guarantee document or another document plausibly confirming the purchase circumstance. The day of purchase is deemed to be the day on which the Product was issued to the Buyer.

2. Guarantee period is:

a) for retention of the Product color (up to and including grade 3 of the gray scale) - in accordance with Table No. 1.

The length of the Guarantee period, as specified in the table below, depends on the geographical location and the level of insolation of the place of Product installation (Table 2), and has been determined on the basis of tests conducted in accordance with the harmonized standard PN-EN 13245-2:2009/AC:2010.

Table 1

PERIOD	GROUP 1	GROUP 2	GROUP 3	GROUP 4
SVP 05 - 4GJ				
years	2	1,5	1	0,5
months	24	18	12	6
SV 05 - 8GJ				
years	4	3	2	1,5
months	48	36	24	18

Table 2

Group 1	Belarus, Belgium, Czech Republic, Denmark, England, Estonia, Finland, France (north of 45°N parallel), Germany, Ireland, Latvia, Lithuania, Luxembourg, Netherlands, New Zealand, Norway, Poland, Russia (Europe), Slovakia, Sweden, Ukraine (north of 47°N parallel)
Group 2	Austria, Bosnia, Bulgaria, France (south of 45°N parallel except Riviera), Hungary, Moldova, Romania, Serbia, Switzerland, Ukraine (south of the 47°N parallel)
Group 3	Canada, Croatia, France (Riviera), Greece, Israel, Italy, Macedonia, Monaco, Montenegro, Spain, Turkey, United States
Group 4	Algeria, Australia, Brazil, Egypt, India, Kenya, Libya, Morocco, Sri Lanka

b) in the remaining scope (lack of other properties of the Product covered by the Guarantee) - 30 years, with the reservation that the Guarantor will return the Product price paid by the Buyer only in the case of the Product, which was bought by the first Guarantee Holder no more than 3 years earlier.

Privacy notice for Business Partner's representatives, employees or agents appointed to handle the contract on Business Partner's behalf, and for Business Partners who are individuals.

Your data controller

Your Data Controller is Profile VOX z ograniczoną odpowiedzialnością spółka komandytowa whose registered office address is at ul. Gdyńska 143, 62-004 Czerwonak, and which is registered in the Register of Businesses of the National Court Register (KRS) under KRS number 0000210637, REGON business identification number: 634591881; NIP taxpayer identification number: 7772776017; BDO waste management database number: 000002790.

In all data processing matters, please contact us via our Data Protection Officer, either in writing to our address at ul. Gdyńska 143, 62-004 Czerwonak, or by e-mail to iod@vox.pl.

Purpose and legal grounds for processing

Your personal data will be processed for the following purposes:

1. To establish business contacts for the purposes of our legitimate interests as Data Controller, pursuant to Article 6(1)(f) GDPR;
2. To take steps with a view to a contract being concluded and to perform that contract once it is concluded pursuant to Article 6(1)(b) GDPR (this applies to Business Partners who are individuals);
3. To take steps relating to concluding a contract, acting under it or performing its terms, pursuant to Article 6(1)(f) GDPR (this applies to Business Partner's representatives, employees or agents appointed to handle the contract on Business Partner's behalf);
4. To comply with our tax and accounting duties, including to maintain tax and accounting records and to keep documentation for archival purposes, pursuant to Article 6(1)(c) GDPR;
5. To exercise and defend claims, pursuant to Article 6(1)(f) GDPR.

Period of data processing

Your personal data will be processed for as long as provided by law, including by tax and accounting laws, and for the term of contract, and once our contract has expired or is terminated, for another 6 years for archival purposes and in order to exercise claims, if any.

Recipients of your data

Your personal data may be disclosed to the following categories of entities:

1. members of the VOX group of companies;
2. trusted subcontractors, including providers and operators of selected IT systems and solutions (such as hosting or development and maintenance of IT services and websites);
3. courier and postal service providers;
4. debt recovery firms and law firms;
6. providers of product inspection, repair or replacement services as contracted by Data Controller.

Your personal data may be transferred outside the European Economic Area (EEA), and specifically:

1. to the USA, pursuant to the data protection clauses laid down by the European Commission in accordance with the examination procedure;
2. to India, regarding support of our SAP enterprise resource planning system, pursuant to the data protection clauses laid down by the European Commission in accordance with the examination procedure.

Your rights

You have the following rights in connection with our processing of your personal data: the right to access your data; the right to rectify your data; the right to erase your data or to have their processing limited; the right to object to data processing; and the right to withdraw your consent.
You also have the right to lodge a complaint with a supervisory authority. In Poland, this is the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych) at ul. Stawki 2, 00-193 Warszawa.

Other information

If we have not received your data directly from you, this means that they originate from your employer or the entity your represent.
Our data processing operations do not involve automated decision-making, including profiling.