WARRANTY

FAÇADE CLADDING SYSTEM SOLID STONE / BRICK

Place	
Date of sale	Distributor's stamp and signature

§1. General Provisions

1. Profile VOX spółka z ograniczoną odpowiedzialnością sp. k., with a registered seat in Czerwonak at ul. Gdyńska 143, 62-004 Czerwonak, entered into the register of entrepreneurs of the National Court Register, maintained by the District Court Poznań-Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, under the KRS number 0000210637, National Business Register Number (REGON): 634591881, Tax Identification Number (NIP): 7772776017, hereinafter referred to as "the Warrantor", warrants that the following products

FAÇADE CLADDING SYSTEM SOLID STONE / BRICK
WITH ACCESSORIES [OUTER CORNER SS.NZ/SB.NZ., UNIVERSAL TRIM SS.U/SB.U, STARTING TRIM L.LS, FINISHING TRIM FS.252, VENTILATION TRIM FS.262]

hereinafter jointly referred to as "the Product", are intended for finishing of building walls, and their detailed properties are specified in an appropriate Technical Approval which certifies suitability of the Product.
2. In the event of physical defects in the Product, occurring within 30 (thirty) years after purchase date of a given Product, the Warrantor shall, at its own discretion, repair the Product, replace a defective Product for a Product free from defects, or return the entire or partial amount paid for the Product, subject to § 5 hereof. In the case of a material repair or a replacement of the Product into a Product free from defects, under this Warranty, the period of the Warranty related to the replaced or repaired Product shall run anew from the moment when the Purchaser receives a thing being free from defects or when the repaired thing is returned. If the Warrantor replaced part of the thing, the above shall apply accordingly to the replaced thing. In other cases (immaterial repairs, replacement of Product component), the Warranty period shall be extended by the period when the Warrantor performed the repair/replacement, in which the Purchaser could not use the Product.
3. This Warranty shall not exclude, limit or suspend the rights of the Purchaser arising from the provisions on the statutory warranty for defects in a sold thing (Article 579 of the 23 April 1964 Civil Code, i.e. Polish Journal of Laws of 2016, item 380 as amended).

§ 2. Transfer of Rights

In the event of change of the party entitled to use the immovable property where the Product is installed, the Warranty shall be transferred to the new party entitled to use the immovable property, in accordance with the provisions hereof, provided the new party entitled to use the immovable property provides the Warrantor with this Warranty (stamped and signed).

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§ 3. Limitation of Warrantor's Liability

2. The Warrantor shall not be liable for physical defects or damage to the Product resulting from external factors that occurred after the Product was delivered to the Purchaser (the Warrantor recommends to insure the Product subject to this Warranty against the effects of external factors), in particular related to:
- use of the Product contrary to its purpose or improper storage and transport prior to installation,
- installation contrary to the Product installation and use manual,
- use of accessories not provided for in the Product installation and use manual,
- impact of foreign bodies which exceeds the level specified in the Document mentioned in § 1(1),
- fire, earthquake, flooding, lightning, strong wind, hail, effects of abnormally high or low air temperatures or other occurrences that may be classified as force majeure,
- faults, defects or other damage to the building of material where the Product is installed, caused in particular by movement, deformations, fractures or subsidence of walls, materials or foundations of the building.

3. The Warrantor shall be only liable for defects resulting from reasons attributable to the Product.
4. The Warrantor shall not be liable for discolouration which exceed the range of allowable discolourations, specified in the Product installation and use manual, or for other discolouration caused mostly by: air pollution (including by metal oxides or particles), mould or exposure to harmful chemicals.
5. This Warranty shall not apply to any Product covered by the Purchaser with any other improvised coating (e.g. paint, varnish or plaster), or otherwise modified/changed.
6. In the event the Product or any element thereof is replaced under this Warranty, where the Product installed by the Purchaser is no longer manufactured or has been modified by the Warrantor, the Warrantor may apply elements which are closest equivalents (in terms of type) to the Product originally installed.

§ 4. Obligations of the Warranty Holder

1. The Warranty Holder should notify the Warrantor of the detected physical defects of the Product immediately after detecting a defect being ground for a claim under the Warranty.
2. Any claims made under the Warranty shall be lodged to the Warrantor through the seller from which the Product was purchased.
3. A claim made under the Warranty should include: description of defect, address of Product installation site, claimant's contact details (full name, address, phone number, e-mail address – if applicable) and photographs proving the defect.
4. A clam made under the Warranty may be considered if it is submitted together with this document bearing the stamp and signature of the seller (distributor) of the Product, including the name of the seller as well as the place and date when the Product was sold.
5. The Warrantor shall provide, by e-mail or in writing, the information on the manner of considering the claim no later than 14 days of the date when the Warrantor received the claim (if the information is provided in writing, the period shall be counted from the date of post stamp). The Warrantor stipulates that the consideration of the claim may require inspection of the Product on site, which implies the Purchaser's obligation to make available the immovable property where the Product covered by this Warranty is installed. In such event, the Warrantor shall contact the Purchaser forthwith in order to set the date of inspection, and the above-mentioned period of 14 days shall be counted from the date when the inspection is completed. The inspection shall be performed by an authorised representative of the Warrantor. The Purchaser shall provide the Warrantor with all information and documents necessary for proper preparation and performance of the inspection.
6. Where the Purchaser's claim is deemed justified, the Warrantor shall perform its obligations specified in §1 hereof within 60 days of the date when the Purchaser was provided with the information on the manner of considering the claim, specified in subclause 5. At the same time, the Warrantor stipulates that, due to the specific nature of the manufacturing process, the aforesaid period of 60 days may be extended by a time necessary to produce and deliver the elements necessary to replace the Product.
7. All parts and elements of the Product replaced hereunder shall become the Warrantor's property upon the day when they are replaced with other parts and elements.

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§ 5. Warranty Period

This Warranty shall be valid for the period specified in § 1(2), counted from the date when the Purchaser purchased the Product, stated in the warranty certificate or another document which makes the purchase plausible, with the stipulation that the Warrantor's liability shall be proportional to the period when the Product was in use, in accordance with the following rules:

Years of use counted from the purchase date	Share of the Warrantor's liability, in % of the purchase price for the replaced Product/element and the costs of its installation/costs of repairing the Product or an element thereof/price paid for the Product which price is to be reimbursed*
0-3 years	100%
4 years	90%
5 years	80%
6 years	70%
7 years	60%
8 years	50%
9 years	40%
10 years	30%
11 years	20%
12 years	10%
13 – 30 (50) years	5%

* price/cost as of the date when the Purchaser's claim is considered – does to apply to a claim for price reimbursement (the Warrantor's liability shall be established on the basis of the price paid for the Product by the Purchaser).