

SOLID MUR / SOLID STONE – WARRANTY

§ 1. General Provisions

1. Profile VOX Spółka z ograniczoną odpowiedzialnością sp. k. seated in Czerwonak, ul. Gdyńska 143, 62-004 Czerwonak, entered into the register of entrepreneurs kept by the District Court of Poznań-Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under the KRS number 0000210637, REGON 634591881, NIP 7772776017, hereinafter referred to as the **Warrantor**, warrants that its façade cladding systems type SOLID MUR/SOLID STONE (hereinafter jointly referred to as **Product** or **Products**) are free from any physical defects, including detachments, chip-offs, blisters or corrosion, if they are used in a normal and proper way. The SOLID MUR and SOLID STONE facade cladding systems are intended for decorative finishing of walls of buildings imitating brick or natural stone, and their detailed technical properties are stated in a relevant Technical Approval.
2. In the event any defects occur within thirty (30) years from the date of purchase of a given Product, the Warrantor shall, at his sole discretion, repair the defective Product or replace it with a defect-free one, or return the whole or part of the price paid for the Product together with the costs of the first installation thereof, subject to the provisions of art. 5 of this Warranty.
3. In the event of repair or replacement of the Product under this Warranty, the warranty regarding the replaced or repaired Product shall be extended by the period devoted to considering and settling the complaint. The above shall not apply to Purchasers being consumers to whom the following principles apply: if the Warrantor delivered defect-free Products to replace defective ones, or made substantial repairs of the Products covered by the warranty, the warranty term shall run anew from the moment of delivery of a defect-free Product or from the moment of return of a repaired Product. If the Warrantor replaced part of the Product, the provision contained in the preceding sentence shall apply accordingly to the part replaced.
4. This Warranty for the Products shall not exclude, limit or suspend the Purchaser's rights, provided that the Purchaser is a private individual who purchased the Products for the purpose not connected with any professional or business activity, resulting from the discrepancy of the consumer product with the consumer sale contract, pursuant to the Act of 27 July 2002 on particular conditions of consumer sale and on the amendment of the Civil Code (Journal of Laws of 2002, No. 141, item 1176 with later amendments).

§ 2. Transfer of Rights under the Warranty

In the event of change of the beneficial owner of the real estate on which the Product was installed, the warranty passes to the new owner in accordance with the terms of this Warranty, provided that the new owner presents this Warranty to the Warrantor together with the proof of purchase of the Product (legible VAT invoice or cash register receipt).

§ 3. Limitation of the Warrantor's Liability

1. The Warrantor shall not be liable for physical defects – damage to Products originating as a result of the operation of external factors after the release of the Products to the purchaser (**the Warrantor recommends that the Purchaser of the Product covered by this Warranty take out an insurance against the operation of external factors**), and specifically connected with:
 - use of the Product for any purpose other than intended or its improper storage by the purchaser prior to installation,
 - installation performed in the manner inconsistent with the installation manual provided together with the Product,
 - use of accessories not foreseen by the installation manual provided together with the Product,
 - impact of foreign bodies, fire, earthquake, flood, atmospheric discharge, strong wind, hailstorm, operation of extra high or low air temperatures, or any other occurrences which can qualify as force majeure,
 - faults, defects or other damages of the wall or material on which the Product was installed, specifically those caused by such factors as motion, deformation, cracking or subsidence of the wall, material or foundation of a building,
 - any other reasons not resulting from the manufacturing defects of the Product covered by the warranty.
2. The Warrantor shall not be liable for fading of or damage to the Product caused by air pollution (including metal oxides or metal particles), mould, exposure to harmful chemical substances, as well as normal operation of atmospheric factors.
3. Normal atmospheric conditions are defined as exposure to sunlight and non-extreme weather and atmospheric conditions causing every coloured surface to gradually fade, become covered with efflorescence or accumulate dirt and stains. The intensity of the results of the operation of the aforementioned atmospheric factors, pollution, etc., depends on the geographical location of the building, purity of air in a given area and other influences over which the Warrantor has no control, and also on keeping clean (washing) the surface on which the Product was installed.
4. This Warranty shall not apply to Products onto which the Purchaser applied any other coating (paint, varnish, plaster) not manufactured or approved by the manufacturer.
5. If the Product or any part of the Product is replaced under this Warranty and in a situation when the Product originally installed by the Purchaser is no longer manufactured by the Warrantor or has been modified by him, the Warrantor shall be entitled to use elements considered by him as the closest equivalents of the Products installed originally.

§ 4. Obligations of the Warrantee

1. The Warrantee is obliged to inform the Warrantor immediately in writing about the discovered physical defects of the Product.

2. Any complaints under the Warranty shall be sent in writing to the following address: Profile VOX Spółka z ograniczoną odpowiedzialnością sp.k., ul. Gdyńska 143, 62-004 Czerwonak, Poland.
3. The Warrantor shall consider the complaint not later than within 14 days. In the event the Warrantor finds the complaint to be justified, the Warrantor shall at his sole discretion repair the Product or replace the Product with a defect-free one within the time limit agreed with the Purchaser or his legal successor, or he shall return the whole or part of the price paid by the Purchaser for the Product together with the costs of the original installation of the Product, subject to the provisions of art. 5 of this Warranty.
4. Any complaints under this Warranty may be considered and admitted exclusively on the condition that the letter of complaint is accompanied by the proof of purchase of the Product (legible VAT invoice or cash register receipt) and by this Warranty document stamped and signed by the seller (distributor) of the Product indicating the place and date of sale of the Product.

§ 5. Warranty Coverage Schedule

The Warranty is given for a period of 30 (thirty) years counting from the date of sale of the Product to the Purchaser as indicated in the document of sale; however, the Warrantor's responsibility is spread proportionally, depending on the duration of using the Product in accordance with the following rules:

Years of use counted from the date of purchase	The percentage share of the Warrantor's warranty obligation in the purchase price and installation costs
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	15%
13 years	10%
14 - 30 years	5%

Place	Date of sale
Seal and signature of the distributor	