



### GENERAL WARRANTY TERMS AND CONDITIONS

1. **[Warranty]** Glass System ensures that Components and Products are of adequate quality, compliant with the generally accepted market standards and free from defects.

Glass System hereby grants the Client a Warranty for Components and Products, available in Glass System's offer and manufactured by Glass System, on the terms and conditions set forth in these General Warranty Terms and Conditions („T&C”).

The T&C shall apply, provided that an agreement between Glass System and the Client does not provide otherwise.

2. **[Term of Warranty]** The Guarantee for Components and Products shall be applicable during a period of 24 (twenty-four) months as of the date of obtaining a Component or a Product by the Client.
3. **[Subject of Warranty]** The Warranty shall only cover such defects of Components and Products which result from an improper manufacturing thereof or from defects of materials used for their manufacturing, specified in details below.

Glass System indicates that, in general, Fittings are covered by a separate warranty, granted directly by their manufacturer on the conditions specified by him and at his discretion. In the absence of such a warranty, Glass System shall cover with the Warranty also such Fittings used for the production of Products, analogically to the Components and only to the extent directly indicated below.

Subject to compliance with the principles set out in these T&C, the Warranty shall cover the following scopes for the given Components and Products:

- (a) Accessories and Fittings - mechanical durability and maintaining their functional features;
  - (b) Products - maintaining their functional features that enable use of Products for their intended purpose;
  - (c) Profiles - surface smoothness, colour durability and strength of structural connections;
  - (d) Gaskets - colour durability and mechanical features.
4. **[Warranty conditions]** The Warranty shall only be binding and applicable, provided that the Guidelines listed below are followed:
    - (a) using only the original elements from Glass System, in accordance with their purpose and technology, in complete sets supplied by Glass System;
    - (b) proper assembly and installation in accordance with any technical documentation, additional instructions, as well as Glass System guidelines and due diligence;
    - (c) Components and Products are used solely inside buildings, in environments with corrosivity category C1, C2, according to PN-EN ISO 12944-2: 2001 norm and in accordance with good practices and construction standards;
    - (d) Assembly and installation, use, maintenance and storage of Components and Products in accordance with relevant instructions, technical documentation and specification (e.g. ETA, DWU) and Glass System additional guidelines, taking into consideration above all the



intended purpose, recommendations, limits (of weight, size, carrying capacity etc.) and other limitations of the Component of Product.

5. **[Scope of Warranty]** The Warranty granted based on these T&C shall only be binding and applicable within the territory of the Republic of Poland. The only person entitled under the Warrantee is the Client, while the possibility of assigning rights and obligations of the Client related to the Warranty is hereby explicitly excluded.
6. **[Exceptions]** The Warranty does not cover: **(a)** defects and damages of Components or Products revealed upon the receipt thereof, in relation to which the Client has not raised objections in accordance with the General Terms and Conditions of Sale; **(b)** defects and damage resulting from the use of Components or Products not in accordance with the intended use, in particular not in accordance with the Systems, or installing in an improper location; **(c)** cracks, distortions, scratches on Components or Products and any defects caused by them after obtaining the Component or Product; **(d)** defects and damage associated with improper transport, storage, processing or assembly by the Client or a third party; **(e)** freezing, dewing and consequences of these phenomena associated with an inefficient ventilation or improper location of the Component or Product; **(f)** damage caused by faulty construction of the building or excessive movements of the building in which the Component or Product is installed; **(g)** damage resulting from an improper handling or maintenance of the Component or Product; **(h)** defects that remain invisible after installation and do not affect the value in use of the Component or Product; **(i)** glass defects which are generally accepted by its manufacturer and specified in the manufacturer's warranty conditions, company standards or other related documents, or acceptable within the meaning of the provisions of the PN-EN 12543-6 norm.
7. **[Loss of Warranty]** Notwithstanding the foregoing exclusions, the Warranty ceases to apply and the Client loses all rights arising therefrom, automatically upon the occurrence of one of the following circumstances:
  - (a) violation of Guidelines by the Client or a third party;
  - (b) failure to comply with maintenance rules provided by Glass System, including those set out in Annex 1 to these T&C;
  - (c) making any modifications or structural changes to the Component or Product without the prior consent of Glass System;
  - (d) any other violation of the T&C by the Client, including failure to file a Complaint in compliance with the rules defined below;
  - (e) further sale (or transfer of rights) of the Product by the Client in favour of a third party, without an assembly service.
8. **[Complaint procedure]** Should a defect covered by the Warranty occur, the Client shall immediately, not later than within 5 business days of the occurrence of the defect, submit a Complaint to Glass System in person or by a registered mail, sending it simultaneously to the following e-mail address: [biuro@glasssystem.pl](mailto:biuro@glasssystem.pl).

The Client is required to provide at least the following information in the Complaint: **(a)** a description of the defect / damage; **(b)** invoice / sales document number; **(c)** date of assembly



of the Components or Products; **(d)** name of the entity performing the assembly of the Components; **(e)** data, including contact details, of the Client.

Glass System will make every effort to consider the Complaint as soon as possible, generally not later than within 10 business days from the date of the receipt thereof.

Should the Complaint be rejected, Glass System shall notify the Client of reasons for refusing the Warranty execution.

9. **[Warranty services]** Should the Complaint be accepted, in the scope of the Warranty execution, Glass System reserves the right to choose one of the following warranty services: **(a)** repairing the Component or Product covered by the Complaint; **(b)** replacement of the Component or Product with a new one; **(c)** reducing the price to the extent corresponding to the decreased value of the Component or Product. Subject to the following sentence, the choice of service under the Warranty is made by Glass System at its own discretion, but it may ask the Client to indicate its preferred way of implementing the Warranty, which in no case shall be binding for Glass System. With regard to the Product, Warranty execution by the service indicated in point (c) above may occur only if the Client agrees for such solution.

The Warranty service is carried out by Glass System generally within 10 working days of the acceptance of the Complaint.

10. **[Definitions]** Capitalized terms used in these T&C shall have the following meanings:

**Accessories** - parts dedicated exclusively to the System, produced exclusively by Glass System or on its behalf, not constituting Profiles or Gaskets, in particular: connectors, angles, mounting spacers and plugs.

**Glass System** - Glass System Polska spółka z ograniczoną odpowiedzialnością with its registered seat in Warsaw (00-710) at 16 Idzikowskiego Street, entered into the register of entrepreneurs of the National Court Register, register files of which are kept by the District Court for the capital city of Warsaw in Warsaw, 13<sup>th</sup> Commercial Division of the National Court Register, under the number KRS 0000436630, NIP (*tax identity no.*): 5213638746, REGON (*statistical no.*): 146350965, share capital: PLN 250,000.00.

**Warranty** - Glass System's commitment to provide the Client with a warranty service in case of Component or Product defect in the scope and under conditions set out in these T&C.

**Client** - an entity that purchased a Component or Product directly from Glass System.

**Fittings** - additional elements, which are not parts intended exclusively for the given System, used to manufacture the Product. The Fittings are, in particular, door closers, hinges, inserts, door handles, knobs, pull handles, levers, automatic drop gaskets, electric strikes, locks, bolts or striker plates.

**Product** - a product that was manufactured directly by Glass System, ready-to-install, being a door or a non-bearing partition, produced based on and in accordance with one of the Systems, consisting of the Components included in a given System and glass.

**Profiles** - raw, anodized or powder-varnished aluminium profiles, dedicated exclusively to the given System, produced exclusively by Glass System or on its behalf.



**Complaint** - written (otherwise being null and void) information sent to Glass System by the Client about occurrence of a defect in a Component or Product, indicating at least details listed in clause 8 [*Warranty procedure*].

**System** – one of the following systems: GSW Office, GSW Office Plus, GSW Office FR, GSW Pro.

**Gaskets** – elements (profiles) made of plastic, dedicated exclusively to and compatible with a given System, manufactured exclusively by Glass System or on its behalf.

**Components** - Profiles, Gaskets and Accessories, being elements of the respective Systems.

**Guidelines** – rules determined in clause 4 [*Warranty conditions*].

11. **[Final provisions]** Unless otherwise explicitly stated herein, Glass System shall not be not liable for compliance of Components and Products with local laws, guidelines and documentation (including ETA), nor for correct application or suitability of Components or Products for the purpose intended by the Client. Glass System shall not be liable for any loss, damage or destruction of Components or Products resulting from any reason other than covered by the Warranty, unless otherwise explicitly stipulated in the mandatory provisions of law.

Glass System reserves the right to amend the T&C at any time without a need for a special procedure, provided that to a given Component or Product, terms of the Warranty binding as at the time of purchase shall continue to apply.

These T&C shall be governed by the laws of Poland.



**Annex no. 1 to the General Warranty Terms and Conditions  
of Glass System Polska sp. z o.o.**

**GENERAL MAINTENANCE RULES**

**(„Maintenance Rules”)**

1. The following rules should be followed in case of storage and/or transport of the Profiles:
  - (a) Profiles surface of which has not been protected in any way should be handled carefully, using gloves, being aware of their low scratch resistance;
  - (b) Profiles and accessories should be stored in a dry and well-ventilated place;
  - (c) Profiles wrapped in foil, especially those uncovered (raw), should be unpacked to prevent moisture and oxidation of the profile surface (due to condensation inside the package);
  - (d) thin profiles that are susceptible to crushing should not be stacked or exposed to excessive load.
2. Surfaces of anodized and varnished aluminium profiles should be kept clean. For this purpose, you can use clean water with a temperature up to 25 ° C. Dry after rinsing. Do not use aggressive agents for steel, aluminium and coatings, including alkaline, acidic, salt water or chlorinated substances. Do not use mechanical means that may scratch or otherwise damage the surface.
3. Products should be transported and stored in a dry place, protected from weather conditions and building dust until they are installed.
4. Glass should be stored in accordance with the following rules:
  - in a dry, sheltered and ventilated room, not exposed to solar radiation;
  - in temperature range from -10 ° C to +45 ° C;
  - packed in crates: they should always be in an upright position, both during transport and storage. Under no circumstances should the crate be horizontal or on racks: the support area from below and behind must be covered with appropriate material to avoid mechanical damage; from the back, the glass should be slightly inclined (6 ° to 10 ° from the vertical), and the foot at an angle of 90 ° to the stand; glass pieces must be supported along their entire height; soft spacers should be placed between individual pieces; no more than 20 pieces on one side of the rack;
  - the glass pane edges should not be allowed to come into contact with water.
5. After assembly, glass should be kept clean. For this purpose you can use water with a neutral mild detergent. Dry after washing.