

WARRANTY CARD

Date of issue:

Name/type/size of the product:

Quantity:

Purchase Date:

Purchaser data:

THE WARRANTY COVERS:

- Outer tempered glass pane of the glazing unit broke as a result of the hail;
- Glazing unit, in the case of loss of integrity or stress cracking resulting from design flaws of the window;
- PVC components, hardware, design flaws and manufacturing defects;
- Sealing sleeves and gaskets;
- Roller blinds, electric actuators and other accessories purchased from the Manufacturer.

WARRANTY PERIOD

15 years

10 years

10 years

5 years

2 years

Warranty terms and conditions

Skyfens sp. z o.o. with registered office in Lublin, address: ul. Vetterów 7, 20-277 Lublin, entered in the Register of Entrepreneurs of the National Court Register by the District Court Lublin Wschód in Lublin with the seat in Świdnik, 6th Commercial Division of the National Court Register under the KRS number: 0000867508, NIP: 5272940346, REGON: 387489544, hereinafter referred to as the "Manufacturer", ensures high quality, the durability of the materials used and proper functioning in the manufactured roof windows with sealing sleeves, external and internal accessories, hereinafter referred to as the "product", provided that the provisions given in this warranty card are maintained.

Manufacturer's liability under the warranty:

The warranty applies to product defects due to the Manufacturer's fault resulting only and exclusively from the use of faulty material, the occurrence of design flaws and manufacturing defects.

Installation of the products and their operation in compliance with the assembly and operation instructions enclosed with the given product (and available on the Manufacturer's website) is the condition to keep the warranty. The purchaser should use only the original accessories and spare parts foreseen and supplied by the Manufacturer.

"Purchaser" is a physical person, legal person or organizational unit which is not a legal person, which is the owner and actual possessor of the product and who had not purchased it for the purposes of resale or assembly in connection with operating a business.

The warranty period begins on the day of product purchase from the Manufacturer's distributor or other entity, which deals with sales of the products ("Seller") as part of its business activity.

The warranty shall expire at the end of the warranty periods provided by the Manufacturer.

The warranty applies only to the products, which have been purchased in the territory of the Republic of Poland and are used in the territory of the Republic of Poland within the warranty period.

The condition to use the warranty rights is to submit the filled "Complaint notification", proof of purchase, filled warranty card and photo or movie documentation confirming the reported

defect to the Purchaser. It applies also to the successive complaint notification related to the same product, even if the customer had previously submitted the above-mentioned documents. A set of documents should be sent by e-mail to the complaint department at the e-mail address: **reklamacje@skyfens.pl** or with a registered letter sent to the Manufacturer's address. A complaint notification form is available for download on the Manufacturer's website: <https://skyfens.pl/en/warranty-and-service/>.

The proof of purchase should indicate the complained product, its quantity and date of purchase. The proof of purchase containing only the general information like e.g. "construction-repair service" or "roofing service" etc. will not be considered.

In the case of the return of the complained product to the Manufacturer, a decision on the type of handling of the notified complaint shall be made and communicated after the assessment of the returned product.

In the case of visible damage to the product or occurrence of partial shortages of the product during the transport from the Manufacturer to the Purchaser, one of the conditions to file a complaint is to prepare a "Damage report" in the presence of the driver when the goods are delivered. The damage report should be signed by the Purchaser and representative of the company delivering the product. The manufacturer shall not be liable for any damages to the product or occurrence of partial product shortages during transport organized by an other entity than the Manufacturer.

Reservations about the shortages or damages invisible at the time of delivery shall be submitted to the Manufacturer within 5 (five) days from the date of reception. In such a case, the complainant shall be obliged to submit conclusive evidence that the damage or product shortages occurred before its delivery and that it was impossible to see them during the delivery. If the complainant can not prove it, it shall be believed that the product was delivered in perfect condition and in the amount consistent with the order.

The warranty covers also the glazing units used in the products installed at altitudes up to 650 m above sea level. Technical specifications for the glazing units installed above such height should be agreed upon with the Manufacturer before purchase. The reduced atmospheric pressure at higher altitudes will cause a generation of considerable overpressure in the glass panes leading to a decrease in the durability of glass panes' tightness, convexity, and, in extreme cases, even to cracking of the glass panes.

When submitting a complaint related to loss of tightness of the glazing unit it is required to provide reliable evidence confirming those defects, like for example photos or a movie. The Manufacturer reserves the right to check the claimed product at the customer's place before making a decision if the submitted evidence does not indicate clearly the occurrence of the submitted defect. Before taking photos or movies you should wipe the internal and external surfaces of the glass panes to remove the condensate and moisture and remove dirt, snow etc. so as not to impair the assessment of the reported problem.

The photos of claimed defects to the glass panes should include among others: the defect found and the whole visible surface of the glass pane to allow for assessing the cause of occurrence of the damage.

The Purchaser is obliged to notify the manufacturer about the notification of the product defects covered by a warranty within 30 (thirty) days from the date of their noticing and to provide the series and number of the product.

Visible defects can be claimed within 30 (thirty) days from the date of a product purchase, but not later than before its installation.

Failure to follow the above-mentioned deadlines shall result in the loss of the warranty.

The manufacturer shall be responsible for the product defects to the value of purchase.

Circumstances excluding the manufacturer's liability under the warranty

The warranty does not cover:

- damages to products during transport performed by the Purchaser, Seller or any third party;
- damages and irregularities resulting from: incorrect maintenance, storage, installation not in accordance with the installation instructions, misuse or other causes not attributable to the Manufacturer;
- any damages, irregularities and defects, which are not the product's faults, and in particular:
 - irregularities in operation caused by icing, snow, branches etc.

- the disappearance of colour caused by sunlight, condensate, salt, acid rains and other phenomena causing the material changes,
- changes in the product or its parts as a result of normal use,
- irregularities, which may be simply removed by the Purchaser alone, like e.g. tightening the screw, pressing the gasket, which moved out of a groove etc.;
- thermal cracks of non-tempered glass panes caused by a presence, both from outside and inside, directly on or at the glass pane, of the items or components permanently changing the heat flow through the glass panes, the presence of which results in local accumulation of solar heat in this area, that is: opaque foils, posters glued to the inner glass panes, heat emitting items located close to the glass panels (lamps, displays, kettles, radiators, fans etc.), display furniture and cabinets blocking the heat flow, shutters, suspended ceilings;
- mechanical damages to glass panes occurred during the use or incorrect maintenance;
- natural phenomena occurring on the glass panes, including:
 - condensation of water on the glass pane surface from the side of the room; Caused by the presence of hot, moist air enclosed in the building and indicating a problem in the structure of the building itself and the need to ensure better air ventilation - water condensed on the glass pane surface is a symptom, not an effect of product flaw,
 - condensation of water from outside; The presence of condensed water on the outer surface of the glass pane is a positive indicator of the thermal performance of the glass pane. It is not the result of the fault of the sealed unit;
- windows and roof hatches installed without the use of the original sealing sleeve from the Manufacturer;
- products, where the modifications not approved by the Manufacturer were used or the original parts were replaced with the parts without the Manufacturer's approval;
- losses and damages to the products arising as a result of phenomena which are beyond the control of the Manufacturer (e.g. force majeure);
- costs related to dismantling or re-installation of the claimed products and use of the protective equipment until the completion of the repair or replacement of the products by the Manufacturer.

The manufacturer shall not be liable for the damages / losses arising from the product defects, that is repair of the defect, profit loss and others.

Complaint handling procedure

The manufacturer responsible for the faults stated in the product may at his/her sole discretion:

- repair the product at the Purchaser's place;
- order the authorized company or the Seller to perform the repair at the expense of the Manufacturer;
- replace the product at the Seller's or Purchaser's place with the like product, that is of the same type, grade and quality;
- refund the product according to the purchase price after returning the product.

However, only the Manufacturer shall decide on accepting the warranty claim and the method of its handling.

The manufacturer shall perform his/her warranty obligations within 21 (twenty-one) days from the date when the complaint has been recognized as justified. In special cases, this date may be prolonged and the Purchaser shall be immediately notified about this.

The performed repair works are registered by the service technician by preparation of the "Complaint protocol" at the Purchaser's place. The protocol is prepared in two copies and signed by the service technician and the Purchaser. One copy is for the Purchaser and the other for the Manufacturer. Both the Purchaser and the service technician have the right to incorporate some remarks into the protocol before signing.

The Purchaser is obliged to:

- ensure safe and free access to the complained products for the service employees;
- secure your own properties located in the place of service works against accidental damage by e.g. moving it to a safe distance from the performed works, covering, dismantling etc.;
- protect the location of the service works against the access of animals and other non-participants in these works;
- reduce or minimize the risk of damages caused by flooding or any other damages, which may be caused by the claimed product;

- ensure suitable technical measures allowing access to the products installed at a height above 2 (two) metres from the floor level;
- allow the service employees to perform their work in accordance with the OHS regulations, among others by allowing using the working clothes, working shoes and other protective equipment allocated to them by the Manufacturer.

The service employee may refuse the works if there are conditions hazardous to health or life in the workplace and they prevent execution of these works until the Purchaser ensures the suitable conditions. This fact is reported by the service employee in the Complaint Protocol.

Final provisions

The warranty card does not exclude, limit or suspend the Purchaser's rights available to him under the applicable Polish regulations.

The Purchaser declares that he/she received a product in good working order, of good quality and complete with the installation and operation instructions and that he/she accepts the above warranty terms and conditions.

This edition of the warranty card comes into effect on 01.04.2022 and applies to the products issued to the Purchaser after the day of entry of the warranty card into force. The provisions of the warranty card in a version applicable on the date of issuing the given product shall be applied to the products issued before the above-mentioned date.

stamp and signature of the seller

stamp / signature of the purchaser