

WARRANTY FOR AWNINGS

1. Skyfens, hereinafter referred to as the Manufacturer, in order to ensure the highest quality, grants the Buyer a warranty and guarantees the efficient operation of the new product in accordance with the standards applicable to this type of product, provided that it is used for its intended purpose under normal conditions.

The warranty is valid from the date of delivery of the product to the Buyer. Any rights under the warranty arise and may be exercised only after all payments due to the warranty provider have been made.

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

2. Upon collection of the product at the Manufacturer's premises or within 5 days of delivery of the product, the Buyer is obliged to check the product packaging for any damage and completeness in accordance with the order, under pain of losing the right to question the quality and completeness of the delivery. A defect in goods delivered by the Manufacturer may constitute grounds for a quality complaint and, at the same time, Skyfens' liability only if it is found that it existed before the goods were released and arose after the goods were released, but for a reason inherent in the goods (internal).

This version of the Warranty shall apply with effect from 26 September 2024.

3. Subject of the Warranty

The warranty covers defects resulting from errors made during production, including those arising from the use of defective materials. All other types of product defects are not covered by this Warranty and are hereby excluded.

All mechanical components of the awnings (motor, belt winders, bearings) as well as the paint coating are covered by a 2-year warranty.

The warranty is valid provided the following conditions are met:

- 3.1. the awnings have been installed in accordance with the guidelines (Installation Manual), with due care,
- 3.2. use is in compliance with the conditions of use (last page of the warranty),
- 3.3. the installed systems have been professionally and regularly maintained using appropriate products, in accordance with the maintenance rules set out in point 9,
- 3.4. the burden of proof that the above requirements have been met rests with the party invoking the Warranty,
- 3.5. no modifications or repairs have been carried out on the product by unauthorized persons,
- 3.6. any defects in the goods do not release the Buyer from the obligation to make timely payment of the price. The warranty is not granted to Buyers who have not paid in full for the goods received.

4. The condition for considering a complaint is the submission by the Buyer of all purchase documentation enabling identification of the product range and its delivery to Skyfens. A complaint must be based on all of the following:

- a) proof of purchase with the date of sale of the claimed product,
- b) installation carried out in accordance with the Manufacturer's installation instructions or a document confirming installation by a professional installation company,
- c) a completed complaint form,
- d) photos or videos confirming the defect.

5. Any defect covered by the warranty must be reported in writing to Skyfens by the Buyer.

6. The Buyer is obliged to exercise due diligence, which in particular includes:

- 6.1. taking care of the defective goods,
- 6.2. preparing photographic documentation of the defect and attaching it to the complaint form,
- 6.3. in the absence of complete documentation regarding the submitted complaint, Skyfens reserves the right to reject it or to request that it be supplemented.

7. Buyer's Rights

In the event of defects disclosed during the warranty period, after proper submission of a complaint by the Buyer, the Manufacturer undertakes to:

- 7.1. provide a response within 14 days,
- 7.2. remedy the defects – if the complaint is justified (a free repair or replacement of the claimed product is preceded by an expert assessment of the reported damage, on the basis of which the Manufacturer decides on the validity of the complaint),
- 7.3. replace the goods with defect-free ones if the defects cannot be remedied/repared,
- 7.4. in the case of replacement of a defective product or defective components with new ones, the Buyer is obliged to return the claimed item to the Manufacturer,
- 7.5. the warranty does not cover the costs of disassembly and assembly of the defective product,
- 7.6. in the event that the complaint is deemed unjustified as a result of the Manufacturer's inspection, the costs of the inspection and return of the goods shall be borne by the Buyer,
- 7.7. the Buyer has the right to appeal to the Manufacturer in writing against a decision rejecting the complaint,
- 7.8. the deadline for lodging the appeal referred to in point 7.7 is 7 days from the date on which the Buyer is informed by the Manufacturer of the inspection result,
- 7.9. in the case of an accepted quality-related complaint, the Manufacturer undertakes to reimburse the transportation costs, upon presentation by the Buyer of appropriate documents confirming the price thereof, and also to return the product to the Buyer at the return address at its own expense.

8. The Manufacturer shall not be liable in the event of:

- 8.1. the Buyer or third parties carrying out repairs, modifications, or replacement of damaged products or their parts on their own, using non-approved and non-original components, by persons or companies other than the Manufacturer or those indicated by the Manufacturer,
- 8.2. mechanical damage to the packaging or the product itself not reported within 5 days from the date of receipt of the product and not caused by the Seller,
- 8.3. defects resulting from improper transport, as well as those caused by the ingress of contaminants or foreign objects into the product,
- 8.4. color variations, scratches, dents, or other damage that could have been noticed and claimed upon delivery – such issues cannot be the subject of a claim after installation,
- 8.5. contact with aggressive chemical agents,
- 8.6. force majeure events occurring after delivery of the product, in particular: natural disasters (volcanic eruptions, earthquakes, floods, hailstorms, or others), wars, civil wars, terrorist acts, atmospheric influences, electromagnetic disturbances, electrical discharges, and power surges in the supply network,
- 8.7. mechanical damage and damage resulting directly or indirectly from improper or careless installation, use, or storage, excessive load, operation under unsuitable conditions, or a malfunctioning electrical installation,
- 8.8. failure to follow the Manufacturer's recommendations contained in the Installation Manual and the product's operating instructions,
- 8.9. failure to comply with processing and maintenance rules, ordinary product aging, and natural wear and tear,
- 8.10. reprogramming of remote controls and its consequences, as well as the depletion of remote-control batteries,
- 8.11. motor damage resulting from excessive use or improper working conditions (e.g. voltage, temperature),
- 8.12. maladjustment of the limit mechanism and any damage resulting from an obstacle being set in the path of the awning curtain,
- 8.13. unreasonable delays in performing repairs that may lead to further damage,
- 8.14. any defects, faults, or damage to the product arising directly or indirectly from negligence, in particular from failure to comply with the requirements for regular inspection and servicing of the product – or defects, faults, or damage to the product that could have been prevented by proper maintenance of the product in accordance with the operating/repair manual or user instructions,
- 8.15. continuous exposure of painted surfaces to temperatures above 70°C and the use of products under conditions exceeding their design limits,
- 8.16. any other improper handling.

The warranty does not cover claims relating to:

- discoloration of product parts that are not visible during normal use, changes in color and fading caused by sun exposure/condensation/acid rain/salt deposits, as well as any other phenomena leading to corrosion or material changes,
- inevitable or expected reduction in product efficiency, including technical values/specifications, as well as overall durability,
- changes occurring during normal use of the product,
- malfunctions, reduced or limited performance, or leakage resulting from blockages caused by icing, snow, branches, etc.,
- corrosion (on metal parts) and damage caused by adverse conditions such as environmental factors leading to corrosion, e.g. acid rain,
- wear of solar cells,
- any similar phenomena other than those specifically characterized as defects.

9. Rules for the Use and Installation of Awning System Components:

- 9.1. Awnings may be used under normal atmospheric conditions (without exposure to aggressive liquids, gases, or dusts).
- 9.2. Painted and laminated surfaces are not resistant to mechanical damage caused by sharp tools and abrasive materials.
- 9.3. Painted surfaces are sensitive, among other things, to the effects of organic solvents, concentrated alcohol, acids, bases, and petroleum-derived compounds. Therefore, contact of the coating with these substances is strictly prohibited. In particular, protection must be ensured against contact of the coating with lime, cement, and other alkaline construction materials.
- 9.4. Joint sealing compounds and other auxiliary materials, lubricants and coolants used for cutting and drilling, adhesives, joint mortars, putties, adhesive tapes, etc., that come into contact with coated surfaces must have a neutral pH and must not contain substances harmful to the applied paint, oxide layer, or laminate. Sunlight increases the aggressiveness of chemicals. Therefore, the above-mentioned materials must be tested for suitability for a given coating before use.
- 9.5. Leaving protective tapes on the decorative coating surface, especially when exposed to sunlight and high ambient temperature, may lead to chemical reactions causing the tape to fuse with the decorative coating. Protective tapes must be removed immediately after installation is completed.

10. Maintenance Rules

- 10.1. Only clean water and a soft cloth should be used for cleaning, especially for decorative surfaces.
- 10.2. During cleaning, the temperature of the coatings must not exceed room temperature, and the ambient temperature must not fall below zero.
- 10.3. The water used for cleaning may be warm at most. The coating must not be cleaned with a steam jet.
- 10.4. The use of gentle cotton fabrics is permitted; abrasive cleaning agents intended for industrial cleaning must not be used. When wiping, the cloth must not be pressed too firmly against the cleaned surface. Detergents of unknown origin must not be used.
- 10.5. Organic solvents containing esters, ketones, alcohols, aromatic compounds, glycol esters, chlorinated hydrocarbons, etc. must not be used. Salts and chemical substances for de-icing must not be used near the profiles.
- 10.6. After each cleaning, the surface must be immediately rinsed with clean cold water.

11. Final Provisions

- 11.1. The above provisions constitute the entirety of the Manufacturer's liability for defects in the subject of the agreement, in particular claims under statutory warranty for defects. Further claims by the Buyer, especially claims for indirect damages, including the Buyer's lost profits, are excluded.
- 11.2. The Manufacturer is released from liability under this Warranty if it is found that the identified defects arose from causes other than those inherent in the goods sold.
- 11.3. The Manufacturer does not provide paid repair services.
- 11.4. After the complaint procedure is completed, the product is returned to the Buyer's registered address.
- 11.5. The Buyer loses warranty rights in the event of installation or use of the awnings inconsistent with the documentation and their intended purpose (rules of use).
- 11.6. In matters not regulated by this Warranty, the applicable provisions of law shall apply.

Usage

- The product may only be operated by persons who have read its operating instructions and follow the guidance contained therein (including safety instructions).
- Children must not play with the external awning.
- The external awning must not be used if it requires adjustment or repair.
- Before lowering the awning, ensure that there are no obstacles in its path that could prevent proper up/down operation. Any such obstacles must be removed before raising or lowering the awning.
- During very strong gusts or high winds, the awning should be either fully raised or fully lowered. Leaving the awning partially open may result in it being lifted by the wind and damaged.
- In frosty conditions, if the awning offers strong resistance during opening or closing, these operations should not be performed.
- Manual lowering and raising of the awning is prohibited.
- Before performing any maintenance or repair work, disconnect the product from the power supply and ensure that it cannot be accidentally reconnected during the work.
- Any modifications to the awning's construction or the installation of parts or components not approved by the Manufacturer are prohibited. In such cases, the warranty for the product shall be void.

Disassembly

- To disassemble the external awning, follow the installation instructions in reverse order. If the window from which the awning was removed will continue to be used, the window cladding (top cover and lower side panels) must be replaced with new ones to prevent leaks.
- Electronic waste must not be disposed of along with household waste, but in accordance with applicable regulations. Packaging may be disposed with other household waste.

Maintenance

If the external awning is properly installed, it requires minimal maintenance from the user. It should be cleaned with a soft, damp cloth. In the case of heavy leaf fall, leaves and other debris must be removed from the awning guide profiles.

ATTENTION! To avoid damage to the external awning in regions with heavy snowfall, it is recommended to install snow guards above it. The external awning is protected against overload and will stop automatically if it becomes blocked.

The rubber seal in the guides should be lubricated several times a year (e.g., with spray silicone).

The Declaration of Performance is available on the website: www.skyfens.pl



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