

## **KONSPORT GENERAL TERMS AND CONDITIONS OF WARRANTY**

### ***THANK YOU FOR CHOOSING OUR PRODUCTS***

*Remember! Satisfaction and long-term use of our products can only be secured by proper assembly, proper use and proper maintenance.*

## **GENERAL TERMS AND CONDITIONS OF WARRANTY**

- The warranty covers only fences purchased and installed in Poland.
- The warranty covers faults resulting from manufacturing defects of properly stored products in dry and airy spaces.
- The warranty covers only fences installed under suitable atmospheric conditions.
- Complaint notifications are accepted at the point at which the product was purchased or in specific cases (e.g. liquidation of an Authorized Distributor's sales point) the Seller.
- A complaint notification should be submitted immediately (no later than 14 calendar days) after a defect has been identified at the Seller's premises / Authorized Distributor's or by electronic means.
- The warranty will not be honored without proof of purchase.

## **WARRANTY PERIOD**

- Products used for their intended purpose and meeting the assumptions under the General Terms and Conditions of Warranty are warranted to function for a period of 24 months from the invoice date.
- KONSPORT provides an additional guarantee for the corrosion resistance of its products for the period of:
  - 3 years for hot-dip galvanized fence elements,
  - 5 years for hot-dip galvanized and powder painted coatings,
  - 10 years on the rails made of Aluzinc sheet.

## **WARRANTY SERVICES**

- Any faults, defects resulting from manufacturing errors or defects in materials during the warranty period will be removed as soon as possible, up to 30 working days from the date of receipt of a complaint.
- In the case of filing a complaint, the manufacturer undertakes to repair, replace the defective product or reduce the price of its purchase.
- In the case of replacing a defective product with a new one, the replaced item will be owned by the Manufacturer.

## **EXCLUSIONS FROM WARRANTY SERVICES**

- The application is incomplete, and the claim was made after the warranty period has expired.
- The rating plate has been removed or blurred.
- The product was installed when the temperature was lower than 0C, by an entity other than KONSPORT or an Authorized Distributor, inconsistent to the Installation Instructions, or for any purpose other than its intended use, closer than 500m from the coastline.
- The item was not used in accordance with the Operating Manual and its intended use.
- The product has been exposed to aggressive substances or exposed to temperatures  $\leq -30^{\circ}\text{C}$  and  $\geq 50^{\circ}\text{C}$ .
- The item has been damaged due to shipping and improper storage.
- Goods where corrosion outbreaks have occurred and their size does not exceed 5 mm<sup>2</sup>.
- Unprotected cutting edges (e.g. fence tips, hole edges, etc.) at a distance of up to 10 mm from the cutting line.
- The color of the Goods is slightly different because it has been directed to various production batches or has been manufactured in accordance with another applicable technology.
- The color of the coating or a plastic element has been discolored.
- The Product has been modified by the user or third parties not authorized by the Manufacturer.
- Spare parts or accessories from other manufacturers have been used.
- Movable components, ie drives, locks and hinges of gates or gates, are not covered by this warranty.

- The Seller does not allow claims for defects that should be disclosed as a result of an inspection at the time of delivery, but which have not been inspected.

#### **CLOSING REMARKS**

- In case of filing an unjustified complaint, all costs incurred shall be borne by the Claimant.
- The costs of repairing defects not covered by the warranty shall be borne by the Claimant.
- In case of defect of a product that can be claimed in the form of a complaint before its assembly, the cost of dismantling and re-assembling is covered by the Claimant.
- The Manufacturer shall not be liable for any damages incurred in the Claimant's property other than the goods claimed.
- Each product is accompanied by the Installation Instructions and the Operating Manual.
- Additional provisions not covered by the General Terms and Conditions of Warranty are set forth in the General Terms and Conditions of Sale.
- In cases not covered by the provisions of the General Terms and Conditions of Sale and General Terms and Conditions of Warranty apply the provisions of the Civil Code.
- Both the Sellers and the Buyer will strive for amicable settlement

of any disputes. In case of failure to reach agreement, the court competent to handle the dispute will be the general court competent for the city of Łódź