

GUARANTEE TERMS AND CONDITIONS

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- 1. The company PRO-FIL Marek Szczerbiński with the registered seat at Krakowska 24, 32-851 Jadowniki, provides a guarantee for proper functioning of its products for a period of 2 years.
- 2. The guarantee for the fittings is granted for a period of 2 years.
- 3. Under the guarantee, the Customer is entitled to have a defective product repaired or replaced in the event of an irremovable defect or to obtain a price discount objectively corresponding to reduction in the use value of the product.
- 4. The company PRO-FIL Marek Szczerbiński sells its products directly (at its registered office) or through companies cooperating with it. The guarantee period starts from the date of signing the acceptance protocol or from the date of issuing the invoice.
- 5. The guarantee covers free-of-charge removal of product defects, i.e. defects preventing the products from fulfilling the functions specified in the operating instructions.
- 6. Filing a guarantee claim does not entitle the Customer to withhold payment for the purchased products.
- The products remain the property of the company PRO-FIL Marek Szczerbiński or the company selling the products of the company PRO-FIL Marek Szczerbiński and they are not subject to complaint until full payment for them.
- 8. The guarantee does not entitle the Customer to claim compensation for loss of profits, reimbursement of costs of repairing any damage or other compensation related to defects of the products.
- 9. Liability of the company PRO-FIL Marek Szczerbiński for defects of the products is limited to the value of the advertised product or its part and cannot exceed its purchase value.
- 10. The Customer is obliged to collect the products on their receipt and to confirm this on the receipt document. Upon receipt of the product, the Customer bears the risk of its damage or loss.
- 11. Any defects of the products as well as non-conformity of the products with the contract (quantity, pane cracks, damaged lacquer coating, etc.), must be reported at the time of receipt otherwise they will not be covered by the quarantee.
- 12. In the event of collection of windows and doors with own or hired means of transport, please obtain the information at the company PRO-FIL Marek Szczerbiński about the conditions that both means of transport and transport must meet.
- 13. Submission of the proof of sale and valid guarantee card by the Customer constitutes the condition for handling the complaint.
- 14. The company PRO-FIL Marek Szczerbiński is obliged to accept and handle complaints on the basis of the standards, technical approvals, factory standards and possible arrangements included in the contract.
- 15. The company PRO-FIL Marek Szczerbiński reserves the right to inspect the subject of the complaint to assess its validity.
- 16. The Customer is obliged to provide access to the claimed product and the room where it is installed at an agreed date and time for the purpose of inspection, expertise and removal of defects.



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- 17. The manner of removing the defect constitutes the responsibility of the company PRO-FIL Marek Szczerbiński.
- 18. The company PRO-FIL Marek Szczerbiński undertakes to remove the causes of justified complaints of the products within 30 days following the date of written notification.
- 19. The deadline for removing the causes of a justified complaint is extended if the company PRO-FIL Marek Szczerbiński reports to the Customer on the agreed date and may not undertake necessary steps due to reasons attributable to the Customer.
- 20. The guarantee period shall be extended by the time of removal of the complaint.
- 21. The complaint form signed by an authorised service employee and a customer is tantamount to removal of the complaint.
- 22. In the event of failure to accept the complaint, the company PRO-FIL Marek Szczerbiński is obliged to notify the Customer about this fact in writing. In the notification the company PRO-FIL Marek Szczerbiński must specify the reasons for non-acceptance of the complaint.
- 23. If the complaint proves to be unjustified, the company PRO-FIL Marek Szczerbiński may charge the Client with the incurred costs. In such a case, the Customer must receive a detailed settlement of the costs.
- 24. The Customer loses the right to the guarantee if:
 - the Customer has used the products contrary to the operating instructions,
 - the Customer has not observed the principles of maintenance, transport and assembly of the products included in the operating instructions,
 - the Customer has made any modifications and construction changes to the products without the consent of the company PRO-FIL Marek Szczerbiński,
 - the Customer tried to remove the defect on his/her own before lodging a complaint.
- 25. The guarantee does not cover:
 - insignificant defects that are not visible after installation,
 - damages resulting from fortuitous events and natural disasters,
 - effects of thermal, chemical or mechanical factors, defects caused by instability of the walls in which the products are fixed,
 - · defects in multiple glazed panels allowed by the standard,
 - differences in the shades of the powder-coated, anodised aluminium profiles and multiple glazed panels in the contracts implemented in stages, additions, continuations or complaints,
 - condensation phenomena on the outside of the multiple glazed panels from the side of the room in places with high humidity, poor heating or limited ventilation,
 - adjustment and maintenance of accessories and fittings.
- 26. Any disputes shall be settled by the court competent for the company PRO-FIL Marek Szczerbiński