

## COMMERCIAL WARRANTY ON EXTERNAL VENETIAN BLINDS

ALUPROF S.A. Opole Production Plant, 45-446 Opole, ul. Gostawicka 3.

### 1. Warranty system

ALUPROF S.A. with the registered office in Bielsko-Biała, Opole Production Plant, and henceforth the "Guarantor", intends to guarantee the highest quality of its products by providing this Commercial Warranty to the Buyer of the products sold by the Blind and Shutter System Distribution Unit (BSSDU).

This Warranty becomes effective for the product from the date of invoicing the product purchase by ALUPROF S.A. to the Buyer.

### 2. The Guarantor provides this Commercial Warranty for the following periods:

- 2.1. 5 years of warranty on automatic controls of the product systems; for the drive units, the specific conditions of respective OEMS apply;
- 2.2. 5 years of warranty on the paint coating of all profiles and sections;
- 2.3. 2 years of warranty on accessories and fittings.

### 3. The warranty periods specified in Section 2 shall apply only when the product on warranty is installed in compliance with the quick installation guide – which is available from the customer's authorized area or on specified websites or issued directly with the product on warranty by the Guarantor – and with the prevailing reference standards.

### 4. The liability of the Guarantor under this Commercial Warranty is limited to:

- 4.1. The quality defects of the product which shall be reported to the Guarantor in 7 days from discovery;
- 4.2. Hidden quality defects of the product.

### 5. The warranty period begins on the date of original sale of the product by the Guarantor to the Buyer. The Buyer is granted all rights from the Commercial Warranty once the Buyer pays the Guarantor for the product. For deferred payment, including commercial credit, the warranty period shall begin on the date of collection of the product by the Buyer.

### 6. This warranty is not applicable to any damage or defects which result from:

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- 6.1. Mechanical damage to the product which occurs after the product is handed over to the Buyer;
- 6.2. Incorrect transport, handling and/or storage of the Product by the Buyer;
- 6.3. Any non-intended use of the product;
- 6.4. Any installation of the product in deviation from the guide issued by the Guarantor;
- 6.5. Any modification or alteration of design of the product done by the Buyer;
- 6.6. Failure of the product's user to comply with the operating and maintenance manual of the product;
- 6.7. Force majeure.
7. This Commercial Warranty does not cover any normal wear and tear caused by operation of the product to the extent specified and permitted in reference standards.  
When collecting the product from delivery, the Buyer is required to verify the quality of the shipping container and the quantity and quality of the product contained therein to confirm that no express defects are present.
8. If any express defect is found, the Buyer shall report these on the shipping documents during the collection of the product from delivery or forfeit the right to claim its warranty rights.
9. Each warranty claim should be submitted directly to the Guarantor by e-mail at **reklamacje\_ao@grupakety.com** or its Reseller in writing, on the editable Warranty Claim Form available in the customer's authorized area and on the websites operated by Aluprof. The Warranty Claim Form must include all identification data of the product delivery, the product, the defect, and the invoice reference number, delivery date, and authorized installer. Digital photographs which show the claimed defect must be appended to the warranty claim.
10. The Warranty Claim Form is the warranty claim of defects and which must be complete with the photographic evidence, a text description of the claimed defects and the proof of product purchase (the date of purchase and the invoice reference number) shall be

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- submitted to the Guarantor in 30 days from the discovery of the claimed defect(s) of the product.
11. The Guarantor shall repair the claimed defect(s) in 45 days from the date of submission of the written warranty claim. If the repair of the product with the claimed defect(s) is significantly difficult, especially due to the nature of manufacturing process at the Guarantor's business and/or any reasons beyond any control of the Guarantor, the defect repair time can be extended by the period in which the significant difficulties prevail, which must be disclosed in a notice to the Buyer who claims the defect(s) on warranty.
  12. If the defect is irreparable or its removal will reduce the product's quality, the Guarantor can discharge its warranty obligations by replacing the defective product with a non-defective counterpart or, upon the Buyer's approval, reimbursing the value to offset the reduced quality of the defective product.
  13. This Commercial Warranty is limited to the damage of the product sold on contact between the Guarantor and the Buyer. The Guarantor shall not be liable for any other costs caused by the defect(s) of the product, including loss of profit.
  14. If the claimed defective product is replaced with a non-defective counterpart on warranty, the Buyer has no right to request a replacement other than the counterpart.
  15. For each unreasonable warranty claim of defects, the Buyer will be charged with any costs of claim processing borne by the Guarantor.
  16. In the event of any dispute between the Guarantor and the Buyer concerning the lack of fitness of the claimed product for its intended use, the Guarantor and the Buyer may jointly appoint a third-party expert or body to issue a binding assessment of the lack of fitness for the intended use of the claimed product. The costs of the third-party assessment shall be charged to the party of the dispute whose position on the product fitness is proven to be invalid.
  17. This Commercial Warranty remains valid on the territory of .....
  18. The laws of Poland shall apply to all matters not regulated herein.

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If this Commercial Warranty concerns a physical product, it does not exclude, prejudice or suspend the Buyer's rights from non-conformity of the product with the sales contract.