

## WARRANTY FOR PRODUCTS

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

### 1. Warranty system

ALUPROF S.A., Plant in Opole, with its headquarters in Bielsko-Biala, hereinafter called the Guarantor, in order to ensure the highest quality, within the framework of activities in Distribution Plant for Roller Shutter and Door Systems in Opole, grants to the Buyer Warranty for products - goods found in the commercial offer.

The Warranty is binding from the date of releasing the material from ALUPROF S.A. to the Buyer.

### 2. Warranty subject

#### Extruded profiles, powder - coated

- 2.1. The warranty period for adherence of the painting layer is 10 years.
- 2.2. The resistance of the painting layers against the activity of UV rays, discolouration and gloss loss is specified in the Qualicoat license - Qualicoat license with general clarification is available at the request of the client. ALUPROF S.A.

#### Extruded profiles, covered with decorative foil

- 2.3. The warranty period for adherence and colour of the decorative foil: 5 years.

#### Shutter profiles filled with CFC-free foam

- 2.4. The warranty period for the adherence of the painting layer: 3 years.
- 2.5. The resistance of the painting layer against the activity of UV rays, discolouration, gloss loss in accordance with the standard PN-EN 1396 and ECCA.
- 2.6. Possible deviation of colours for delivered profiles:  $\Delta E \leq 0.7$  in one delivery,  $\Delta E \leq 1.0$  in different deliveries - the testing method in accordance with EN 13523-3.
- 2.7. Note: due to its specific character and the method of placing the grains, the wooden-like colours can reveal in the subsequent deliveries slight difference in the structure of the wood imitations and as such are not subject to claim.

#### Shutter profiles filled with CFC-free foam, covered with decorative foil

- 2.8. The warranty period for adherence and colour of the decorative foil: 5 years.

#### PVC roller shutter profiles

- 2.9. Termenul de garanție în limitele termenului utilizării mecanice și stabilității culorii:  
2 ani ținându-se cont de toleranța normelor: PN-EN ISO 4892-2;2013-06 ,  
referitor la cerințele de temperatură: PN-EN ISO 513:1999,  
modificările culorii: PN-EN 20105-A02;1996.

#### Shutter boxes

- 2.10. The warranty period for the adherence of the painting layer: 3 years.
- 2.11. The resistance of the painting layer against the activity of UV rays, discolouration, gloss loss in accordance with the standard PN-EN 1396 and ECCA.
- 2.12. Possible colour deviation of delivered boxes:  $\Delta E \leq 0.7$  in one delivery,  $\Delta E \leq 1.0$  in different deliveries - the testing method in accordance with EN 13523-3.

#### Shutter boxes, covered with decorative foil

- 2.13. The warranty period for adherence and colour of the decorative foil: 5 years.

#### SKT OPOTERM and SKB STYROTERM system: shutter boxes, guide channels, PVC sections

- 2.14. Termenul de garanție în limitele termenului utilizării mecanice și stabilității culorii:  
2 ani ținându-se cont de toleranța normelor: PN-EN ISO 4892-2;2013-06 ,  
referitor la cerințele de temperatură: PN-EN ISO 513:1999, modificările culorii: PN-EN 20105-A02;1996.
- 2.15. Elementele acoperite cu folii decorative (rezistența, culoarea foliei decorative): 2 ani

#### End caps, powder-coated

- 2.16. The warranty period for adherence of the painting layer is 10 years.
- 2.17. The resistance of the painting layer against the activity of UV rays, discolouration and gloss loss is specified in the Qualicoat license.

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#### End caps, covered with decorative foil

2.18. The warranty period for adherence and colour of the decorative foil: 5 years.

#### Seals

2.19. Brush seals: 3 years.

2.20. Rubber seals: 3 years.

#### Steel and aluminium reels

2.21. The warranty period for reels: 5 years.

#### Accessories for roller shutter production, insect screens, blinds.

2.22. For all accessories for the production of the above mentioned products the given warranty period is 2 years.

#### Electric accessories

2.23. For the electric accessories 2 years of warranty is granted, calculated from the date of purchasing the goods.

#### Motors

2.24. Tubular motors Aluprof YYGL and Aluprof DM: 50 months; others: 2 years.

2.25. Compact motors: 2 years, with documented inspections every six months.

### 3. The conditions for submitting the claim

- 3.1. Defect of goods delivered by Aluprof Opole may constitute basis for quality claim, and also the responsibility of Aluprof Opole only in case of stating that:
  - 3.1.1. It existed before releasing the goods,
  - 3.1.2. It was created after releasing the goods, but because of immanent cause in the goods (internal).
- 3.2. Any defect covered by the warranty, must be submitted in writing to ALUPROF S.A. by the Buyer.
- 3.3. The requirement for considering the claim is submitting by the Buyer any documentation regarding the purchase that allows identification of the goods and to deliver it to ALUPROF S.A. along with the filled claim form.
- 3.4. The Buyer submitting quality claim is obligated to deliver to Guarantor complete product, adequately protected in order to perform necessary inspection. The Buyer is obligated to keep due diligence, under which it is recommended in particular to:
  - 3.4.1. Take care of defective goods.
  - 3.4.2. Keep the original package and product labels.
  - 3.4.3. Perform photographic documentation of the defect and attach it to the claim form.
  - 3.4.4. Keep the terms of submitting the claim stated in "General rules of sale and delivery ALUPROF S.A."

*Sending an incomplete product can prolong the time of warranty consideration. In case the Buyer does not deliver the defective goods, it shall be considered as withdrawing the warranty claim and the claim shall be considered unwarranted.*

- 3.5. The Seller reserves the right to request to deliver samples of claimed goods from the Buyer.
- 3.6. ALUPROF S.A. is obligated to respond within 14 days (excluding Saturdays, Sundays and holidays) from the date of receiving the claim notification accompanied with documents referred to in point 3.3.
- 3.7. In the absence of complete documentation regarding the notified claim and/or required samples of goods, ALUPROF S.A. reserves the possibility to reject it or to call for complementation.

### 4. Warranty validity

The warranty is valid provided that the following conditions are met:

- 4.1. The roller shutter systems were made professionally and in accordance with the directions enclosed in Technical Documentation, provided by the Seller. ALUPROF S.A. reserves the right to reject the claim in case of the use of incompatible elements with the elements from ALUPROF S.A..
- 4.2. The systems were regularly maintained with the use of appropriate measures, in accordance with the maintenance rules specified in point 7.
- 4.3. The burden of proving that the submitted requirements were executed, rests on the party referring to the Warranty.
- 4.4. Possible defects of the goods are not releasing the Buyer from the obligation to timely pay the price.

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## 5. The exclusions from warranty and additional notes

The Buyer is not entitled to the rights of the Warranty in case of:

- 5.1. Stating mechanical damages not caused by the fault of the Seller.
- 5.2. Stating surface damages caused by:
  - 5.2.1. Failure to comply with the rules of processing and maintenance or ordinary obsolescence of product, as well as resulting from its wear and tear.
  - 5.2.2. Contact with aggressive chemical agents.
- 5.3. Stating non-conformity to restrictions defined in technical approvals, product standards and technical documentation.
- 5.4. Arising defects as a consequence of independent from ALUPROF S.A. factors, such as: natural disasters (volcanic eruptions, earthquakes, floods, hailstorm and others), wars, civil war, terrorist attacks etc.
- 5.5. Damages caused by improper installation (connection) or use of Roller Shutter and Door Systems.
- 5.6. Irresponsible delays in executing repairs that can cause formation of further damages.
- 5.7. Colour difference, scratches, dents or other damages, which could have been seen and claimed before using in production – these cannot be a subject to claim after usage.
- 5.8. The structural heterogeneity of the colour layer of individual system components is due to the different technologies of lacquer application and as such is not subject to complaint.
- 5.9. Difference in tint if the tolerance is within the scope of  $\Delta E \leq 0.7$  in one delivery.
- 5.10. Difference in tint if the tolerance is  $\Delta E \leq 1.0$  in different deliveries – test method in accordance with EN 13523-3.
- 5.11. Constant impact of the temperature above 70°C on the lacquered layers.
- 5.12. Damages arising as a result of contact with materials producing galvanic vapour (some metals e.g. copper, lead) or acids (some species of wood e.g. oak, nut).

## 6. The rules for transportation, storing and installation of elements for roller shutter systems, gates, insect screens, window frames and textile blinds.

- 6.1. The above mentioned systems as well as the products made out of them can be used in normal weather conditions (without aggressively active liquids, fumes and dusts).
- 6.2. Profiles should be stored in dry and clean places and in areas free from chemically active vapours and gases.
- 6.3. Profiles should be transported in covered, dry and clean means of transport. During transportation profiles should be protected from damage and harmful effects of weather conditions. The shipment should be placed in the middle of the vehicle, tightly next to each other and protect against slipping. Fastening the load with transportation belts should be prepared in a way that prevents profile damage.
- 6.4. The lacquered layers are not resistant to mechanical damage caused by sharp tools and abrasive materials.
- 6.5. The lacquered layers are susceptible among other things to activity of organic thinners, concentrated alcohol, acids, alkalis and petrochemicals. Therefore the contact between the layer and above mentioned agents is impermissible. In particular, it is necessary to ensure protection against contact between the layer and lime, cement and other alkali building materials.
- 6.6. In order to avoid forming of defects on applied layer it is essential to properly pack the details (wrapping in adhesive foil), as well as fixing them during transportation. Storing in improper conditions can lead to moisture condensation between the layer and packing foil, and as a result white milky spots may appear on the layer.
- 6.7. Seam sealing substances and other supplementary materials, such as mass and glass putty, lubricants and coolant agents used for cutting and drilling, glues, seam plasters, putties, adhesive tapes etc. that have contact with layer covered surfaces must have neutral pH and cannot contain substances harmful for the applied paint or oxide layer. Influence of sun intensifies the aggressiveness of chemicals. Therefore the above mentioned materials must be put to the test for usefulness for the specific layer before usage.
- 6.8. Leaving safety tapes on the surface of the decorative coating, especially when exposed to sun and high temperature of the environment, can cause chemical reactions leading to jointing the tape with decorative coating. The safety tapes should be removed immediately after finishing the installation.

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## 7. Maintenance rules

- 7.1. It is necessary to use clean water and soft wiping cloth for cleaning, mainly in the event of decorative surface.
- 7.2. The temperature during cleaning the layer cannot surpass room temperature and the environment temperature cannot drop below zero.
- 7.3. Water used for cleaning may be at the most warm. The layer mustn't be cleaned with a stream of water vapour.
- 7.4. Before approaching cleaning of the surfaces, the effect of the using agents should be tested. The test should be preformed on non-visible surfaces. In case of finding undesirable effects it should be relinquished to use the tested cleaning agent.
- 7.5. It is not allowed to use any abrasive washing agents, nor to clean the surfaces by rubbing. It is allowed to use soft cotton textile intended for industrial cleaning. While wiping the cloth shouldn't be pressed too hard to the cleaning surface.
- 7.6. It is not allowed to use organic thinners containing esters, ketones, alcohols, aromatic compounds, glycol esters, hydrocarbyl chloride etc.
- 7.7. It is not allowed to use detergents of unknown origin.
- 7.8. After each cleaning, the surface must be immediately rinsed with clean, cool water.
- 7.9. It is not allowed to use salt or chemical substances eliminating icing near the profiles.

## 8. Miscellaneous. Personal data protection

- 8.1. If the claimed defect is found to be irreparable by ALUPROF S.A., the defective product will be replaced with a non-defective counter part by ALUPROF S.A. or its authorized service provider.
- 8.2. The warranty repair covers exclusively defects resulting from the reasons residing in the sold products.
- 8.3. If not established otherwise, the Seller is responsible only to the value of the defective goods.
- 8.4. ALUPROF S.A. shall not be liable for the commercial product warranty if the claimed defects are not in product materials or workmanship.
- 8.5. The Buyer shall lose all its commercial product warranty rights if the claimed final product is made from the products without compliance with the applicable instructions and/or with any components not from the installed product system.
- 8.6. The Polish Civil Code shall apply to all matters not regulated herein.
- 8.7. All disputes arising from or concerning this commercial product warranty shall be settled before a Polish court of law with the jurisdiction over ALUPROF S.A.
- 8.8. ALUPROF S.A. disclosed to each Buyer the personal data essential to facilitate the execution of contract, including all warranty claim procedures, and the personal data include the employees and contractors of ALUPROF S.A. The personal data is disclosed according to Article 6 (1) (b) and (f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC General Data Protection Regulation, henceforth abbreviated to GDPR). The premise of GDPR is the personal data processing essential to execute the contract the Buyer is a party to or to act as required to conclude a contract between the Buyer and ALUPROF S.A., and/or the legitimate interests to be executed by the contract parties. Either contract party is free to object any time to further personal data processing on the foregoing premise.
- 8.9. The Buyer shall process personal data to the extent and for the purposes required by this agreement with ALUPROF S.A. and in compliance with GDPR Articles 5 and 26. If personal data is processed for purposes and/or the extent other than provided in this agreement, the Buyer becomes the Personal Data Controller liable for compliance with GDPR Articles 12 to 22.
- 8.10. The Buyer shall provide the protection and security of all disclosed personal data as required by GDPR and its Article 32, specifically.
- 8.11. The obligations imposed on ALUPROF S.A. by GDPR Articles 13 and 14 are specified in the document at the following address: [www.aluprof.eu/rodo](http://www.aluprof.eu/rodo).

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