

PRINCIPLES OF ISSUING A GUARANTEE FOR THE WALL HEATING PANEL

ETA 17/0965

§ 1 Subject of guarantee

The object of the guarantee is manufacturing quality of the panel ALURA, a part of internal partition kit, hereinafter referred to as the Product, manufactured by SOFFIO Sp. z o.o. with its registered offices in Czechowice-Dziedzice, entered into the register of entrepreneurs under no. 0000575000, the register is kept by District Court Katowice-Wschód in Katowice Commercial Division of the National Court Register, share capital paid up in whole, which is a VAT payer under NIP [tax id. no.] PL6521725602, REGON [business registry no.] 362482429, hereinafter the Manufacturer, under the condition that:

- a) the heating panel should be installed by a qualified fitter, in closed water installations of central heating, performed according to the requirements of EN 12828+A1, appropriate for technical parameters of the heating panel, in pressure and temperature,
- b) the environment where the heating panel is installed, may not contain any aggressive substances (acids and bases), that may have an influence on corrosion of the collector's surface.

§ 2 Guarantee period

1. The Manufacturer issues a 30 years guarantee since the purchase date for the following built-in elements in the ALURA:
 - a) collector (tightness),
 - b) heating pipes (tightness).
2. The Manufacturer transfers the guarantee conditions for gypsum boards granted to it by Knauf Jaworzno III Sp. z o.o. (enclosure no. 1)

§ 3 Scope of guarantee

1. The Manufacturer guarantees that the Product has features consistent with data on the packaging and **Declaration of Performance**.
2. The Manufacturer guarantees that appropriately built-in Product, according to guidelines from **Declaration of Performance** and **Technical Documentation** keeps appropriate performance parameters.
3. The issued guarantee does not justify any claims, apart those mentioned in §6.
4. The guarantee does not limit rights determined by the currently applicable provisions. In particular, it does not exclude, limit or suspend any consumer's entitlements that result from discrepancies of goods with the contract.
5. Product is considered to be damaged if at least two out of seven heating pipes are not tight, except mechanical damage to the heating pipe or collector.

§ 4 Disclaimer of Manufacturer's liability

1. The guarantee does not cover the quality of works in the scope of performance and installation or liability for improper performance of works by the contractor, and calculation of the number of the ALURA in a room or a building, ensuring the temperature required by the purchaser.
2. The guarantee does not cover defects and damages caused by conditions on which the Manufacturer does not have an influence, in particular:
 - a) damages that result from inappropriate storage, preparation or use of the Product, performance of works in inappropriate weather conditions, non-compliance with

- appropriate technological brakes between subsequent construction phases, application of the Product after its expiry date,
- b) failures and defects that result from performance of construction works in a manner contrary to best construction practices and the Manufacturer's recommendations,
 - c) failures and defects caused by inappropriate and inconsistent with the Manufacturer's recommendations use and lack of appropriate maintenance,
 - d) damages caused by random events, i.e. natural disasters, accidents, bumps, air pollution by aggressive chemical vapors, as well as influence of other, untypical external factors,
 - e) replacement of any element mentioned in §2, by elements of other manufacturers,
 - f) change of product's property by adding other substances than those indicated on the product's package, in product Declaration of Performance and Technical Documentation.
 - g) slight changes of properties (e.g. external or internal look) that happen naturally under influence of external factors during use.

§5 Guarantee conditions

1. The guarantee is issued only for the Product mentioned in §2 and built-in according to guidelines from package and indicated in Declaration of Performance and Technical Documentation
2. An entity entitled under the guarantee may be: an investor or structure owner, in which Products are built, that at the same time has documents confirming Products purchase (invoices, receipts, etc.).
3. The remaining guarantee conditions are as follows:
 - a) storage, preparation and application of products according to technology and conditions indicated on product, Declaration of Performance and Technical Documentation.
 - b) descriptions on packages and performance instructions issued by the Manufacturer,
 - c) in the case of works performed on the basis of building permit, supervision confirmation and acceptance of particular phases of works and final acceptance of works by authorized supervision inspector in construction logbook.
4. A user is obliged to appropriate exploitation and maintenance of the Product, according to Declaration of Performance, Technical Documentation, and in particular to perform periodic technical inspections, cleaning, repairs of damages caused by exploitation and not covered by guarantee (e.g. damages related to non-operational heating system, loss of tightness of heating system, etc.).
5. The guarantee shall expire with termination of appropriate periods determined in §2.

§ 6 Manufacturer's undertakings

1. The Manufacturer shall commence processing guarantee claims according to complaint procedure within 14 days from its written submission by guarantee holder. The claimant should present the following documentation:
 - a) data of guarantee holder (personal data/ name of company, address, possibly email, possibly phone no.),
 - b) legible copies of sale documents that include seller's details,
 - c) products details (type, quantity),
 - d) investment/construction details (address, place of construction),

- e) data of contractor certified by the Manufacturer (address, possibly email, possibly phone no.) and confirmation of realization of works by the contractor (contract's copy, declaration).
- 2. If the product complaint is recognized, the Manufacturer shall redress a damage on principles determined by Parties, or determined in applicable provisions of law.
- 3. Manufacturer's undertaking to redress the damage discovered during guarantee period is limited to value of Products, confirmed by proofs of purchase. The guarantee holder shall not be entitled to any claims towards the Manufacturer.
- 4. If there are any discrepancies in evaluation of reasons of defect, an expertise performed by an appraiser or research body, agreed by the Parties, based on applicable norms, shall be of definitive meaning. Expertise costs shall be covered by a Party, to disadvantage of which the complaint is considered.
- 5. Unjustified complaint notification entitles the Manufacturer to charge the guarantee holder with total costs.

Applicable since 10 March 2018.