

Seller (dealer)

WARRANTY CARD

“DOBROPLAST Fabryka Okien Sp. z o.o.” with a registered office in Stary Laskowiec 4, 18-300 Zambrów, provides a warranty for manufactured first fix joinery on the following terms and conditions:

1. The warranty card is an enclosure to the invoice no. of which is mandatory for the parties.
2. Warranty period starts from a date of goods reception by the Purchaser from the Manufacturer or his/her commercial partner.
After the expiration of the warranty period, the guarantor provides services for consideration.
3. The manufacturer shall be liable only for joinery defects in material and workmanship or resulting from process faults during production.
4. This warranty covers during its validity:
 - a) latent defects, which could not be stated at purchase,
 - b) defects in the operation of mechanisms and hardware of joinery,
 - c) the correct and permanent connection of joinery components,
5. The warranty does not cover products damaged as a result of:
 - a) incorrect transport of product carried out by the Purchaser,
 - b) damages resulting from incorrect installation carried out within own scope by the Purchaser,
 - c) unassisted replacement of glass sheet, damage of beads, incorrect arrangement of spacers around the glass sheet and other modifications inconsistent with the intended use of the window joinery,
 - d) misuse - blocked draining-venting openings, maintenance and washing with unsuitable agents, lack of hardware maintenance,
 - e) mechanical damages of insulating glass units - cracks, non-structural cracks, crushes,
 - f) damages of joinery resulting from design flaws of the building, incorrect ventilation,
 - g) use of own components by the Purchaser without an agreement with the Manufacturer
 - h) condensation, freezing and effects of these phenomena related to incorrect climatic conditions inside the rooms,
 - i) damages made by third parties and as a result of force majeure events and natural disasters,
 - j) maladjustment of hardware - operations related to adjustment shall be carried out by the Purchaser,
 - k) cracks in glazing units caused by thermal stresses that arise from installation of glass units against opaque obstacles, fragments of walls, interior design elements (roller blinds), or the use of additional film layers on the glass surface, etc.
6. The manufacturer provides a five (5) year warranty for durability of colour of profiles of frames and sash, window hardware, tightness of rectangular insulating glass units (2 years of warranty for non-rectangular units) and three (3) year warranty period of gaskets and one (1) year for door hardware and self-closers. It applies only when the installation is carried out by the Manufacturer or Authorized Representative. If the products are installed by the purchaser, the guarantee applies for one (1) year. The guarantor shall be liable under the warranty to the amount of purchased joinery.
7. If the complaints filed are subject to the warranty provision specified in point 4, the complaining party shall be obliged to cover the costs of service acc. to the valid price list, if the complaint is refused due to incorrect installation or incorrect adaptation of the product to conditions in which it is used.

- The Purchaser has a right to appeal to the Manufacturer, who in case of lack of possibility to accept the complaints, can use, with a consent of the customer, the opinion of the expert building surveyors, whose opinions shall be binding for the parties. Costs of expert, expert's reports and Manufacturer's costs shall be completely incurred by the party, which position is unfounded.
8. The complaint shall not be a reason of suspension of payments for the window joinery. Unpaid goods shall not be subject of the complaints.
 9. Complaints about apparent defects such as: number of pieces inconsistent with the order, damage of glass, non-structural cracks, incorrect colour, etc. shall be filed in writing during reception - the Purchaser is obliged to verify the order during receipt, and the right for a complaint shall be null and void if the products with the above-mentioned defects were installed by Purchaser.
 10. Immaterial defects of the product, remaining visible after installation, not having an impact on its functional value e.g. non-structural cracks, indents of external sides of the frames, shall not give rise to a complaint.
 11. Complaints about defects and flaws of the joinery should be reported in writing, with enclosed photo report/documentation, within five (5) days after their revealing, to the registered office of the Guarantor or Authorized Representative. The condition for acceptance is a presentation of the warranty card, proof of product purchase and paid invoice for the joinery. The complaint shall include a number of invoice or contract, who carried out the installation and description of the stated defect. Complaints about the first fix joinery, unpaid by the purchaser, shall not be accepted and processed.
 12. Warranty service ensures free of charge removal of all material flaws and manufacturing defects within thirty (30) days from a date of notification (due date can be delayed for reasons beyond the control of the Manufacturer). The purchaser is obliged to allow the Guarantor to check causes of reported complaint, otherwise, the due date of execution of the warranty repairs shall be changed.
 13. If the defect could not be removed, and the product is suitable for use, the user has a right to:
 - a) return the amount equivalent to a decrease of product quality,
 - b) replace of a defective product with a product of full value,
 14. During replacement of the window, the Purchaser is not authorized to request execution of the other structure than defective product.
 15. Replaced defective joinery or its part shall belong to the guarantor.
 16. The manufacturer is not liable for the correctness of window opening measurements, a division of functions and type of glazing provided by the Purchaser, the Related risk is to be borne only by the Purchaser. In case of special shapes (e.g. bow windows) the Purchaser is obliged to deliver a template (or sketch) prepared by him/her and confirmed with his/her signature.
 17. The Warranty does not exclude, does not restrict and does not suspend the rights of the Purchaser resulting from the non-conformity of the goods with the contract.

NOTE!

It shall be noted that subject of the contract, both installed and not installed, shall remain a property of the Purchaser until the final settlement, who shall remain the right to hold mobile parts, such as sashes, until the payment is made. This warranty card is valid only for the windows made on Avantgarde, Ovlo, Ovlo Classic, Encore, Prime, P-line profiles.

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seller purchaser (date and signature)