

## WARRANTY TERMS AND CONDITIONS FOR KRISPOL BRAND PRODUCTS INTENDED FOR THE INDUSTRIAL SECTOR

Dear Valued Customers and Partners!

Thank you for your trust and purchase of KRISPOL products. We make every effort to ensure that they are always manufactured to the highest standards. Nevertheless, if you have any reasons to complain, please read the warranty conditions below.

For the sake of continuous improvement of our offer, we encourage you to share your comments regarding the KRISPOL assortment. For this purpose, we put a special mailbox at your disposal: [product@krispol.eu](mailto:product@krispol.eu). We look forward to your suggestions and comments.

### I. DEFINITIONS

The terms specified below used in the Warranty Terms and Conditions for Krispol Brand Products Intended for the Industrial Sector have the following meaning:

- KRISPOL** - KRISPOL limited liability company with its registered office in Września, entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000159144.
- User** - the final purchaser of KRISPOL products.
- Seller** - an entrepreneur operating outside Poland, selling products offered by KRISPOL as part of its business activity in direct cooperation with KRISPOL.
- KRISPOL products** - products for industrial use manufactured and offered by KRISPOL: industrial doors and grilles, aluminum door and window joinery products.
- Manual** - a document attached to each KRISPOL product, including guidelines for its proper use, a Warranty Card and a Report Book.
- Warranty Card** - a document which, together with the proof of purchase issued by the Seller, is the basis for granting and executing the manufacturer's warranty for the KRISPOL product.

### II. WARRANTY PERIOD AND SUBJECT

- KRISPOL grants a manufacturer's warranty for the proper functioning of KRISPOL products for a period of 2 (two) years from the date of sale of the product visible on the proof of purchase (invoice or receipt), but for a period not longer than 2.5 (two and a half) years from the date of production specified on the rating plate placed on the KRISPOL product, provided that the obligation described in point III.1 is met.
- The warranty does not cover automation. Automation must be covered by a separate warranty.

### III. USER'S OBLIGATIONS

- The User shall be obliged to make the purchased KRISPOL product available to service inspection. It is assumed that at least one service inspection must be performed every 6 months, and in more demanding environments (e.g. car wash) - every 3 months. If the KRISPOL product performs more than ten cycles a day (one cycle means the opening and closing of the door/roller shutter), then proportionately more inspections are required in a given period.
- The service inspection consists of a detailed check-up of the KRISPOL Product, which must be recorded in the Report Book in the Manual, and confirmed with a stamp and signature by the person performing the inspection.
- The costs related to performing periodic service inspections, as well as the costs resulting from the natural wear and tear of the KRISPOL product, are fully covered by the User. The Seller is obliged to issue an invoice each time the services are provided.

### IV. WARRANTY CLAIM AND EXECUTION

- The warranty is executed through the Seller at whom the User purchased KRISPOL products.
- Any defects revealed during the warranty period, which are covered by the warranty, must be reported in writing to the Seller, who submits the warranty application to KRISPOL and acts as an intermediary in its execution, no later than 7 days after their occurrence.
- A warranty claim for KRISPOL products is valid only with proof of purchase, inspection invoice(s), properly completed warranty card and manual report book.
- The User is obliged to enable the Seller to collect the data necessary to carry out the warranty process and provide access to the product covered by the warranty.
- If KRISPOL accepts the warranty claim, the Buyer has the right to a free, timely (not longer than 30 working days) and thorough removal of the defect in one of the following forms:
  - repair of the KRISPOL product,
  - replacement of the KRISPOL product with a defect-free one if the defect cannot be removed.

6. The method and form of the warranty claim are determined by KRISPOL. KRISPOL product components replaced in the course of warranty repair shall become the property of KRISPOL.
7. If the warranty claim is accepted, the warranty period is extended by the time during which the Buyer could not use the KRISPOL product, from the time of submitting the claim to restoring the efficiency of the KRISPOL product.
8. The warranty for materials replaced and repaired, if the repair was significant, runs anew.
9. Information on acceptable surface quality deviations and their assessment criteria is specified in the KRISPOL factory standard.

#### **V. DISCLAIMER**

1. The warranty outside the manufacturer's country covers only products sold by KRISPOL intended for the market of a given country and is executed only through the Seller from whom the User purchased the KRISPOL product.
2. The warranty obligation applies only to KRISPOL products installed 44th parallel north, subject to point 1.
3. Installation of KRISPOL products and their service inspections must be carried out by specialized, trained and licensed assembly teams authorized by KRISPOL. The list of Sellers (Partners) cooperating with KRISPOL is available at [www.krispol.eu](http://www.krispol.eu).
4. The warranty does not apply in the following cases:
  - a. selection of the KRISPOL Product not adequate to the conditions of its use or installation,
  - b. interference with the structure of the product,
  - c. removal of KRISPOL signage and nameplates,
  - d. faulty assembly or repair and their consequences; improper transport,
  - e. use of non-original spare parts,
  - f. installation of the KRISPOL Product closer than 500 m from the sea shoreline,
  - g. occurrence of a tarnish on galvanized elements consisting mainly of zinc oxide or hydroxide, resulting from storage or operation in conditions of long-term exposure to moisture,
  - h. natural wear and tear due to their function or material properties, e.g. fuses, batteries, gaskets, springs, rollers, cables, steel cables, damage to paint coatings, hangers for rolling doors or roller shutters, light bulbs, batteries, etc.,
  - i. mechanical damage caused by e.g. impacts, overturn, crack during assembly or use,
  - j. the effects of improper installation or improper use of KRISPOL products,
  - k. thermal damage to the glass and natural glass defects resulting from the factory standards of the glass manufacturer,
  - l. damage caused by extreme natural phenomena, contact with an aggressive environment or the exposure to external factors such as salts, alkalis, acids,
  - m. damage resulting from improper maintenance of the KRISPOL product and non-compliance with the Instructions,
  - n. exposure of the product to temperatures lower than -25°C and higher than +55°C,
  - o. disturbances in the operation of the control device caused by a strong electromagnetic field from other devices,
  - p. failure to keep the KRISPOL product clean.
5. The warranty does not include the User's right to demand reimbursement of lost profits due to the failure of the KRISPOL product.
6. The warranty does not cover the manufacturer's liability for any damage caused to the User, his trade losses and other indirect or consequential damages resulting from a product defect.
7. The costs incurred by KRISPOL in connection with the execution of the product warranty may not exceed its value. In such a situation, KRISPOL has the right to refuse to meet the guarantee.

**Wrzesnia, 25.02.2022**