

POLARGOS Sp. z o.o. (limited liability company) with its registered office in Warsaw, ul. Deptak 17, 04-956 Warszawa (Warsaw), Poland, tel. (+48) 022 872 00 91-93, fax (+48) 022 612 68 60 entered into the National Court Register kept by the District Court for the Capital City of XIII Commercial Division of the National Court Register under KRS number: 0000043915, REGON: 010679550, NIP: 1130088519, with its initial capital of PLN 800,000.00.

Address of the manufacturing plant (the branch of Polargos Sp. z o.o.):

POLARGOS Sp. z o.o., Oziemkówka Branch, Oziemkówka 57a,
08-420 Miastków Kościelny, Poland, tel. (+48) 025 683 05 55-56, fax (+48) 025 683 78 38, e-mail: serwis@polargos.pl

I. GENERAL WARRANTY CONDITIONS

1. Polargos Sp. z o.o. with its registered office in Warsaw (hereinafter referred to as the „Guarantor”) provides a warranty (hereinafter referred to as the „Warranty”) for any product or products manufactured by Polargos Sp. z o.o. (hereinafter referred to as the „Guarantor’s Product” or the „Guarantor’s Products”).
2. This Warranty applies to the Guarantor’s Products purchased and installed (assembled) within the territory of Poland.
3. This Warranty applies to the Guarantor’s Products as far as they are installed according to the mounting instruction and used appropriately.

II. WARRANTY CONDITIONS FOR STEEL PRODUCTS

4. The Warranty validity period is 2 (two) years - counting from the date when the Product is handed over to the Purchaser.
 - a) Directly after purchase of the Guarantor’s Product, the Purchaser should assess its technical condition;
 - b) Moreover, the Purchaser should assess the Product in terms of its appearance and possible visible defects or mechanical damage;
 - c) The assessment of the Product appearance is performed with the naked eye at a distance of 3 metres, in daylight.
5. The Guarantor provides the Warranty for corrosion resistance of the Products as follows:
 - a) for hot dip galvanized steel Products, eg. gates, wickets, panels (spans), posts, - for a period of 2 (two) years - counting from the Product hand-over date;
 - b) for steel Products protected against corrosion using the duplex system, i.e. galvanized and powder coated, eg. gates, wickets, panels (spans), posts, - for a period of 5 (five) years - counting from the Product hand-over date.
6. The Warranty periods specified above in point 5 shall be shortened if the Product has been installed in the environment which negatively affects that Product (highly aggressive environment), i.e.:
 - a) for elements installed outdoors in environment of high atmospheric pollution (SO_2 : between 30 g/m³ and 90 g/m³) or substantial effect of chlorides, eg. polluted urban areas, industrial areas, coastal areas exposed to salt water spray (C4 - high corrosivity category according to the corrosion rating of the environment specified in the PN-EN ISO 14713-1), the validity period of the Warranty provided is 18 months - counting from the Product hand-over date;
 - b) for elements installed outdoors in environment of very high atmospheric pollution (SO_2 : between 90 g/m³ and 250 g/m³) or considerable effect of chlorides, eg. industrial areas, coastal areas, sheltered areas near the sea coastline (C5 - very high corrosivity category according to the corrosion rating of the environment specified in the ISO 14713-1), the Warranty period is 12 months - counting from the Product hand-over date;
 - c) for elements installed outdoors in environment of very high atmospheric pollution (SO_2 above 250 g/m³) or strong effect of chlorides, eg. extreme industrial areas, coastal areas exposed to salt water spray occasionally (CX - the highest corrosivity category according to the corrosion rating of the environment specified in the PN-EN ISO 14713-1), the Warranty period is 9 months - counting from the Product hand-over date.
7. The Warranty remains valid if the Purchaser has installed the Product in compliance with its intended use, the Guarantor’s Mounting and Operating Instructions (hereinafter referred to as the „Instructions”), and in accordance with the best construction practices.
8. Should the causes specified in points 19 and 20 below occur, the Guarantor reserves the right to reject any claims submitted on the grounds of the Warranty.

WARRANTY ENTITLEMENTS

9. If a warranty claim is justified, the Guarantor - at his own choice - will remove the Product’s defects (will repair the Product) or will replace the Product with a new one, or will pay back the Product’s purchase price to the Purchaser.
10. Complaints concerning defects which could not be found during assessment of the Product directly after its purchase should be notified immediately after a defect is discovered.
11. The Guarantor is responsible for defects resulting from his gross negligence or a proven manufacturing error.
12. Replaced defective Products remain in the possession of the Guarantor.
13. If, as part of his liability, the Guarantor supplies the Purchaser with a defect-free Product in place of a defective Product or makes considerable repairs of the Product covered by the Warranty, the Warranty period starts anew at the moment of delivery of the defect-free Product or return of the repaired Product. If the Guarantor replaced a part of the Product, the provisions of the preceding sentence will apply respectively to the part which had been replaced.
14. In cases different to these described in point 13 above, the validity period of the Warranty becomes extended to include the time during which the Purchaser could not use the Product covered by the Warranty, due to its defect.

IMPLEMENTATION OF WARRANTY ENTITLEMENTS

15. The Purchaser may take advantage of the warranty entitlements provided he/she is in possession of the purchase document (where the Product purchase date, the Product name and the seller’s name are specified). The Guarantor reserves the right to refuse implementation of the warranty entitlements if the document mentioned above is missing or if the information contained in the document is incomplete or illegible. To ensure the complaint procedure as quick as possible, it is recommended for the Purchaser to enclose photographs of the damaged Product to allow assessment of the damage.
16. The Purchaser may submit a warranty claim using any method, while describing the identified damage in details and providing the known information on the defect causes and conditions. The warranty claim may be submitted at the point of sale or made in writing and sent to the registered office address of the Guarantor.
17. The Purchaser, within his/her warranty entitlements, should deliver the Product to the Product’s point of purchase (salesroom) or to the Guarantor’s registered office / manufacturing plant unless otherwise agreed with the Guarantor or it results from circumstances that the defect shall be removed in the place where the object was found at the moment when the defect was discovered.
18. The Guarantor’s assessment of the nature of defects and the method and time needed to settle the warranty claim shall be carried out within 14 days from the warranty claim submission date. If the complaint is admitted, the Guarantor will carry out his liabilities resulting from the Warranty provided within the next 45 days.

LIMITATIONS OF WARRANTY ENTITLEMENTS

19. The Warranty does not cover physical defects resulting from:
 - a) corrosion of the Product (due to lack of protection, of the Product, the incorrectly prepared surface prior to painting, the incorrect application of the corrosion-resistant layer) if the Product - in line with the purchase agreement - was not galvanized or protected against corrosion with the duplex system;
 - b) improper assembly of the Product, in particular the Product installation carried out by a person without the appropriate knowledge and experience, as well as installation contrary to the Instructions;
 - c) operation of a damaged Product;
 - d) improper selection of the Product in terms of the environmental conditions at the installation location;

- e) defective operation of equipment installed by the Purchaser but not manufactured by the Guarantor and having negative impact on the Product operation;
 - f) modifications or repairs of the Product made without the Guarantor's written consent;
 - g) usage contrary to the Product's intended use and use of spare parts from other manufacturers, different to the original Guarantor's spare parts;
 - h) the impact of external factors such as fire, salts, caustic soda, acids, organic solvents containing esters, alcohols, aromas, glycol ether or chlorinated hydrocarbon materials and other aggressive chemical substances (e.g.: cement, lime, abrasive materials and cleaning solutions causing material damage or scratches) or abnormal weather conditions, disasters and acts of nature;
 - i) the impact of temperature below -20°C or above +50°C and if the product was installed at temperature below 0°C.
20. The Purchaser loses their entitlements arising from the Warranty in the following situations:
- a) the Purchaser has not followed the Instructions during assembly or has installed the Product contrary to the Instructions;
 - b) the Purchaser has operated the Product contrary to its characteristics, intended use and the Instructions;
 - c) the Purchaser has ceased proper maintenance described in the Instructions;
 - d) The Products non-galvanized at factory / other than these mentioned in point 2 were used in the environment of very high corrosivity (category C5 according to PN-EN ISO 9223), i.e. in environment of very high atmospheric pollution or considerable effect of chlorides, eg. industrial areas, coastal areas, sheltered areas near the sea coastline. The products used in areas located at the shorter distance from the sea coastline than 500 m are excluded from the Warranty;
 - e) The Purchaser has used the Product contrary to its intended use;
 - f) The Purchaser has completed an unauthorized repair or modification of the Product, or such tasks have been entrusted to the third parties other than those suggested by the Guarantor;
 - g) The Warranty Card has been altered, forged or filled in by unauthorized persons.

III. WARRANTY CONDITIONS FOR GATE OPENERS

21. The Warranty validity period is 2 (two) years - counting from the Product hand-over date.
22. The grant of Warranty shall not oblige the Guarantor to perform any maintenance or inspections in relation to the Product, or to replace consumable elements (with a limited life-span) of the Products (eg. light bulbs, batteries, fuses, etc.).
23. The Guarantor shall entrust performance of the warranty services to Somfy Sp. z o.o. with its registered office in Warsaw, ul. Marywilska 34 J, 03-228 Warszawa (Warsaw), Poland, entered into the National Court Register kept by the District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register under KRS number: 0000016533, REGON: 012152309, NIP: 1130789222, with its initial capital of PLN 500,240.00, hereinafter referred to as the „Service Agent“. The Purchaser may apply for performance of the warranty and other services using the call centre number: 0 801 377 199.
24. The Warranty remains valid if the Purchaser has installed the Product in compliance with its intended use, the Guarantor's Mounting and Operating Instructions (hereinafter referred to as the „Instructions“), and in accordance with the best construction practices.
25. Should the causes specified in points 37 and 38 below occur, the Guarantor reserves the right to reject any claims submitted on the grounds of the Warranty.

WARRANTY ENTITLEMENTS

26. If a warranty claim is justified, the Guarantor - at his own choice - will remove the Product's defects (will repair the Product) or will replace the Product with a new one, or will pay back the Product's purchase price to the Purchaser.
27. Complaints concerning defects which could not be found during assessment of the Product directly after its purchase should be notified immediately after a defect is discovered;
28. Replaced defective Products remain in the possession of the Guarantor.
29. If, as part of his liability, the Guarantor supplies the Purchaser with a defect-free Product in place of a defective Product or makes considerable repairs of the Product covered by the Warranty, the Warranty period starts anew at the moment of delivery of the defect-free Product or return of the repaired Product. If the Guarantor replaced a part of the Product, the provisions of the preceding sentence will apply respectively to the part which had been replaced;

30. In cases different to these described in point 29 above, the validity period of the Warranty becomes extended to include the time during which the Purchaser could not use the Product covered by the Warranty, due to its defect.
31. All additional services (outside the scope of the Warranty) to be carried out during intervention by the Service Agent shall be agreed with him additionally and a supplementary charge agreed shall be paid to the Service Agent.
32. The Guarantor shall not bear any liability for the Service Agent's actions ordered by the final user outside the scope necessary to settle the warranty claim.

IMPLEMENTATION OF WARRANTY ENTITLEMENTS

33. The Purchaser may take advantage of the warranty entitlements provided he/she is in possession of the purchase document (where the Product purchase date, the Product name and the seller's name are specified). The Guarantor reserves the right to refuse implementation of the warranty entitlements if the document mentioned above is missing or if the information contained in the document is incomplete or illegible. To ensure the complaint procedure as quick as possible, it is recommended for the Purchaser to enclose photographs of the damaged Product to allow assessment of the damage.
34. The Purchaser may submit a warranty claim using any method, while describing the identified damage in details and providing the known information on the defect causes and conditions. The warranty claim may be submitted at the point of sale or made in writing and sent to the registered office address of the Guarantor.
35. The Purchaser, within his/her warranty entitlements, should deliver the Product to the Product's point of purchase (salesroom) or to the Guarantor's registered office / manufacturing plant unless otherwise agreed with the Guarantor or it results from circumstances that the defect shall be removed in the place where the object was found at the moment when the defect was discovered.
36. The Guarantor's assessment of the nature of defects and the method and time needed to settle the warranty claim shall be carried out within 14 days from the warranty claim submission date. If the complaint is admitted, the Guarantor will carry out his liabilities resulting from the Warranty provided within the next 45 days.

LIMITATIONS OF WARRANTY ENTITLEMENTS

37. The Warranty does not cover physical defects resulting from:
- a) improper assembly of the Product, in particular the Product installation carried out by a person without the appropriate knowledge and experience, as well as installation contrary to the Instructions;
 - b) operation of a damaged Product;
 - c) improper selection of the Product in terms of the environmental conditions at the installation location;
 - d) defective operation of equipment installed by the Purchaser but not manufactured by the Guarantor and having negative impact on the Product operation;
 - e) modifications or repairs of the Product made without the Guarantor's written consent;
 - f) usage contrary to the Product's intended use and use of spare parts from other manufacturers, different to the original Guarantor's spare parts.
38. The Purchaser loses their entitlements arising from the Warranty in the following situations:
- a) the Purchaser has not followed the Instructions during assembly or has installed the Product contrary to the Instructions;
 - b) the Purchaser has operated the Product contrary to its characteristics, intended use and the Instructions;
 - c) the Purchaser has used the Product contrary to its intended use;
 - d) the Purchaser has completed an unauthorized repair or modification of the Product, or such tasks have been entrusted to the third parties other than those suggested by the Guarantor;
 - e) the Warranty Card has been altered, forged or filled in by unauthorized persons.

IV. FINAL PROVISIONS

39. The Purchaser's exercise of the Warranty for the Product granted by the Guarantor is independent of the Purchaser's entitlements in virtue of the seller's warranty for physical defects of things because the Warranty granted for the Product shall not exclude, limit or suspend the Purchaser's entitlements resulting from regulations on warranty for defects of a sold thing.
40. The Warranty shall take effect on 1st May 2016.