

Manufacturer:

STOLLAR Systemy Okienne Godlewska Spółka Jawna

ul. Północna 50A, 16-400 Suwałki, PL

NIP: 844-233-87-92 REGON: 200408670

stollar
WINDOWS and DOORS 

Product name:

The manufacturer's order number:

EN

**GUARANTEE
Card**

Invoice / receipt number:

Sell date:

Seller:

Seller stamp

GUARANTEE CARD

STOLLAR Systemy Okienne Godlewska Spółka Jawna with its registered office in Suwałki (postal code: 16-400) at ul. Północna 50A, entered with KRS No. KRS 0000373250 in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Białystok, 12th Commercial Division of the National Court Register

Article 1.

General terms and conditions of guarantee

- Products of STOLLAR Systemy Okienne Godlewska Spółka Jawna with its registered office in Suwałki (hereinafter referred to as the "Guarantor") are guaranteed on terms and conditions set forth herein.
- STOLLAR Systemy Okienne Godlewska Spółka Jawna with its registered office in Suwałki (postal code: 16-400) at ul. Północna 50A, entered with KRS No. KRS 0000373250 in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Białystok, 12th Commercial Division of the National Court Register, assures the Buyer (hereinafter referred to as the "Consumer") that this guarantee card complies with the requirements of Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees and Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights.
- The Guarantor provides the Consumer with voluntary guarantee on terms and conditions set forth in this guarantee card.
- Within the meaning of this guarantee card, the Consumer is a natural person who buys the Guarantor's product which is not directly connected with his or her business or professional activity.
- Apart from the rights under this guarantee, the Consumer has other rights arising from the sale of the guaranteed product which are specified in the generally applicable provisions of law, including in particular the rights under the commercial warranty specified in the Civil Code of 23 April 1964 (i.e. "Dziennik Ustaw" [Journal of Laws] of 2019, item 1145).
- The Guarantor is liable to the Consumer under the guarantee only in respect of defects caused by reasons inherent in the product, products stored and warehoused in roofed, dry and airy rooms, assembled in normal environmental conditions.
- The Guarantor is not liable under the guarantee for damage occurring during transport carried out by the Consumer.
- The basis for claims under the guarantee is presentation to the Guarantor of a proof of purchase or order number assigned by the Guarantor (e.g. ZLE-21-00001 / DRE-21-00001 / ALU-21-00001).
- In order to exercise his or her rights under this guarantee, the Consumer should submit a complaint to the Guarantor via the complaint form available on the manufacturer's website (www.reklamacje.stollar.pl) immediately but not later than 14 days from the date of identification of defect or defect-caused fault before expiration of the applicable time limit specified in Article 2(f) of this guarantee card.
- This guarantee covers defects caused by errors made during the manufacturing processes, including those resulting from the use of defective materials. Any other types of product defects are not covered by this guarantee and are excluded.
- Any patent defects should be reported by the Consumer to the Guarantor before product assembly. Any use of a defective product is prohibited as it may be dangerous to the Consumer and third parties and may result in increased costs of repair.
- The Guarantor will assess validity of the Consumer's complaint vis-à-vis the parameters stated in the declaration of performance of the guaranteed products.
- The Guarantor is not liable for any damage resulting from any use of a defective or damaged product.
- Under this guarantee, the Guarantor is not liable for any damage to the Consumer's assets other than the product guaranteed by the Guarantor.
- The guarantee will be handled by the Guarantor with account taken of the parameters stated in the declaration of performance available on the manufacturer's website (www.stollar.pl/wspolpraca/materialy-do-pobrania/). Products compliant with the declared parameters referred to in the preceding sentence are not covered.
- The guarantee only covers products/merchandise purchased by the Consumer, i.e. a natural person who buys the Guarantor's product which is not directly connected with his or her business or professional activity.
- The guarantee only applies in the territory of the state where the Guarantor's product was purchased; if the product was purchased outside the territory of the Republic of Poland, mission costs and travel costs are borne by the buyer.
- The Consumer is obliged to carry out any adjustments and maintenance of products in accordance with the description contained in a separate manual entitled "Adjustments and Maintenance of Doors and Windows" available at the Guarantor's commercial partner and on the Guarantor's website (www.stollar.pl/wspolpraca/materialy-do-pobrania/). Such adjustments and maintenance may be entrusted to the Guarantor with the Guarantor's consent and for an additional fee.
- Upon receipt of the product, the Consumer shall accept it in terms of quantity and quality, in terms of obvious unfitness for normal intended purpose and in terms of completeness of any additional accessories. If upon acceptance the Consumer identifies quantitative deficiencies, obvious unfitness for normal intended purpose or incompleteness of the product/merchandise or its accessories, the Consumer is obliged to immediately, but not later than within 24 hours from acceptance, report the identified quantitative deficiencies, obvious unfitness for normal intended purpose or incompleteness of the product/merchandise or its accessories as provided for in this guarantee card.
- If the Consumer does not verify the product/merchandise upon acceptance and does not report the quantitative deficiencies, obvious unfitness for normal intended purpose or incompleteness of the product/merchandise or its accessories as identified upon acceptance within the required time limit, the Consumer's rights under the guarantee expire in respect of quantitative deficiencies, obvious unfitness for normal intended purpose or incompleteness of the product/merchandise or its accessories.
- The Consumer should entrust assembly of the product/merchandise to specialist companies engaged in the business of assembly of such products/merchandise. While assembling the product/merchandise, the Guarantor's manuals and recommendations available on website (www.stollar.pl/wspolpraca/materialy-do-pobrania/) and in the Guarantor's product/merchandise assembly manual must be complied with. In the case of assembly of complex elements, the design presenting the object-specific assembly method must be complied with.

Article 2.

Guarantee period

- The Guarantor provides a guarantee for proper functioning of the product, provided that the product is assembled, used and maintained in accordance with the assembly and operation manual and in accordance with its intended purpose, for the following periods calculated from the date of purchase of the product from the Guarantor:
 - 5 years for balcony doors and windows manufactured in PVC systems, in respect of durability, strength and structural connections,
 - 2 years for PVC tilt-and-slide and lift-and-slide doors/windows, in respect of durability, strength and structural connections,
 - 5 years for entrance doors, provided that:
 - the entrance door frame with the door leaf and filling are purchased simultaneously from the Guarantor, in respect of durability, strength and structural connections,
 - they are protected against direct sunlight and precipitation (roofing required),
 - 2 years for entrance doors if only the door structure without filling is purchased from the Guarantor, in respect of durability, strength and structural connections, provided that:
 - it is protected against direct sunlight and precipitation (roofing required),

- 2 years for arches, slants, rounds, in respect of durability, strength and structural connections – only applies if the assembly was performed by the Guarantor,
- 1 year for arches, slants, rounds, in respect of durability, strength and structural connections – only applies if the assembly was performed by the Consumer,
- 5 years for tightness of rectangular-shaped glazing packages,
- 2 years for tightness of nonrectangular-shaped glazing packages,
- 1 year for identification of dirt, scratching and defects inside a glazing package,
- 2 years in respect of durability and strength of fitting elements which are essential for their safety and durability,
- 2 years for additional equipment, i.e. door fittings, handles, inserts, locks, diffusers, closers, handrails, sills and other special equipment,
- 2 years for products assembled in commercial or public use buildings.

- Elements which are wearable due to their function or characteristics are not guaranteed. These are such elements as seals, brush seals, hole plugs, fitting plugs, etc.
- Any electricity-powered elements which are integrated with products should be checked for technical operability immediately after product assembly.
- Electric elements must be connected in accordance with guidelines of the manufacturer of such electric elements. Any connections of any actuators, electric drives, controllers or similar electric devices to the power network should be performed by a licensed electrician.
- Connections to the power network should be performed in a manner ensuring easy access to the product for the purpose of repairing or replacing it or ensuring that the product is used in accordance with its intended purpose, in particular such connections should be performed in a manner allowing for pulling the electric cable out in whole together with the drive. If the above-mentioned obligations are not complied with, the Consumer's rights under the guarantee will expire in respect of such product and within the scope in which the Consumer or a third party performed connections to the power network in a manner not ensuring easy access to the product.
- Any programming of controllers or engines is the Consumer's duty. For this purpose, the Guarantor makes an appropriate manual available to the Consumer on its website (www.stollar.pl/wspolpraca/materialy-do-pobrania/).
- Notwithstanding any other provisions of the guarantee card, the guarantee does not cover any faults of the product which occurred or might have occurred as a result of or in connection with performance of connections or programming in violation of the obligations referred to in Article 2(3-6) hereinabove, in addition, the guarantee does not cover the obligation to repair any damage which occurred or might have occurred as a result of or in connection with performance of connections or programming in violation of the obligations referred to in Article 2(3-6) hereinabove.
- The guarantee covers colour change of profiles with decorative foil, permitted in accordance with guidelines RAL-GZ 716/1. Colour change of decorative foil in a finished product which occurred as a result of improper use or assembly of the product, improper transport, mechanical damage or cleaning with the use of improper agents are not guaranteed.
- The guarantee for glazing used in PVC frames is provided for a period of 2-5 years and in respect of tightness of glazing units, loss of transparency, adhesion of multi-layer glazing (apart from the band with the width of the 100 mm from the edges of glass and holes).
- While providing this guarantee, the Guarantor allows for glass colour deviations between products put into production in different manufacturing batches and colour change of single glazing and glazing units resulting from the use of raw materials and their different proportions for manufacturing of base glazing, thickness of glass, type of coating, lighting conditions, surface observation angle and deformation of thermally toughened glass; therefore, the foregoing are not covered by the guarantee.
- The Guarantor provides a guarantee for tightness of the glazing package only in cases where tightness loss resulted from defective performance of the glazing package or material defects. The guarantee does not cover glazing in which tightness loss is combined with cracking, breakage, or mechanical damage of at least one component panes.
- Condensation on external surfaces of glazing units is natural and is not considered a defect.
- The guarantee does not cover mechanical or thermal damage to glazing, including cracking during use, and natural glass defects inside and outside the glazing package within the limits allowed by the Guarantor and specified in the quality assessment criteria for glazing units and single formats available on the Guarantor's website (www.stollar.pl/wspolpraca/materialy-do-pobrania/) under the name "Quality assessment criteria for finished products – glass" referring to standards PN-EN 1279-1/PN-EN 12150-1/PN-EN 572-3/PN-EN 1096-1/PN-EN ISO 12543-6/PN-EN 1863-1/PN-EN 14179-1.

Article 3.

Terms and conditions of guarantee for decor coatings and veneer coatings

- The Guarantor does not provide a guarantee for loss of gloss which happens in direct proportion to sunlight exposure and for stains and discolouration occurring together with loss of gloss.
- DECOR coating differences within the scope of the same pattern and colour of less than 15% do not constitute a defect within the meaning of this guarantee card.
- The Guarantor allows for colour differences between products put into production in different manufacturing batches.
- The Guarantor does not provide a guarantee for coatings of surfaces which are essential for the looks and usability of the product. Essential surfaces do not include edges, major dents and secondary surfaces, edges of holes and technical cuts.
- The Guarantor does not provide a guarantee for coatings damaged as a result of exposure to temperature above 70°C.
- Any identified coating damage should be immediately removed by competent persons.
- Visual assessment of externally used elements should be performed with an unaided eye from the distance of 5 m, and visual assessment of internally used elements should be performed from the distance of 3 m.
- The Guarantor makes a decision on how to repair damaged coating; repair by painting, retouching, supplementing missing parts is allowed.

Article 4.

Performance under the guarantee

- During the guarantee period, the Guarantor removes any documented defects in the product caused by identified material defects or manufacturing errors.
- If the product/merchandise is not fit for use in accordance with its normal intended purpose for reasons occurring during the manufacturing process or for reasons inherent in the material used for manufacturing, the Consumer may demand free repair of such product/merchandise.
- If repair is impossible, the Consumer is entitled to free replacement of the product/merchandise with a new one.
- If the complaint ends with a reduction of the product price, the Guarantor reserves the right to reject any complaints made by the Consumer in respect of the same defect for which the discount was granted.
- Complaints will be handled within 14 business days from the date on which the Consumer reports unfitness of the product/merchandise for use in accordance with its normal intended purpose via the complaint form (www.reklamacje.stollar.pl).
- The product/merchandise will be repaired/replaced within a time limit applicable to a given product, without undue delay, calculated from the date on which the complaint was handled. If repair within such time limit turns out to be materially hindered or impossible for reasons beyond the Guarantor's control, in particular due to necessity to procure or manufacture replacement elements or due to the nature of the manufacturing process or due to unfavourable weather conditions in the place of product assembly which make it impossible to carry out the technological process required for repair, the Guarantor will notify the Consumer of this fact

and of the expected time limit for repair of the product/merchandise. The time of repair may be extended by a period during which the above-mentioned difficulties exist.

7. Repair may also consist in correcting defective places in the product/merchandise by painting, retouching, supplementing missing parts, etc.
8. Repair may be carried out by the Guarantor or by an authorised representative of the Guarantor.
9. Instead of repairing the product/merchandise, the Guarantor may provide the Consumer with a new one.
10. With the Consumer's consent, the Guarantor may, without meeting its obligations under this guarantee, refund the price paid against return of the product/merchandise.
11. If it turns out that guarantee repair of the product requires work at the height of more than 2 m from the ground level, the Consumer who reports a defect in the product will ensure that the Guarantor's maintenance staff have safe access to the product.
12. If defects in the paint coating are identified after permanent assembly of the product (and it is not possible to disassemble it), the Consumer may not demand under the guarantee that the Guarantor powder-coats it again. In such case, if the Consumer's claims are justified, the Guarantor will carry out repair onsite with renovation paints which may have a slightly different colour and structure than the powder coating.
13. In the case of a non-material defect in the product/merchandise (not visible after assembly or not affecting the usability or fitness for use in accordance with its normal intended purpose) or in the case where the defect cannot be removed but the product/merchandise is still usable, the Guarantor may, with the Consumer's consent, without meeting its obligations under this guarantee, refund a part of the price paid in proportion to the quantity or size of the identified defect or unfitness for use in accordance with normal intended purpose.

Article 5. Exclusion of liability

1. The guarantee does not cover, in particular, unfitness of the product/merchandise for use in accordance with its normal intended purpose and defects which occurred as a result of:
 - a) use not in accordance with normal intended purpose,
 - b) failure to carry out maintenance or improper operation, unprofessional operation, improper use, cleaning with improper agents contrary to the requirements set forth in the installation and operation manual,
 - c) improper transport, if organised or carried out by the Consumer,
 - d) assembly or use not in accordance with the manual and the Guarantor's recommendations and good construction practices or construction standards applicable due to the place of assembly,
 - e) occurrence of defects resulting from defective assembly,
 - f) instability of the structure in which they were assembled not in accordance with good construction practices and guidelines of the Building Research Institute [Instytut Techniki Budowlanej],
 - g) interference with the structure without the Guarantor's written consent,
 - h) exposure to external factors, such as fire, water, salts, lye, bleachers, acids, cleaning agents, organic solvents containing esters, alcohols, aromas, glycol ether or chlorinated hydrocarbon materials and other aggressive chemical substances (e.g. concrete, lime, rubbing and cleaning agents causing scratches or removal of materials) or abnormal weather conditions, natural disasters and fortuitous events,
 - i) repairs carried out by unauthorised persons,
 - j) use of spare parts not approved in writing by the Guarantor,
 - k) Force Majeure events,
 - l) use or assembly of elements incompatible with the Guarantor's products,
 - m) assembly by the Consumer or an unauthorised person in a manner preventing or failing to ensure easy access.
2. Performance under the guarantee will not be provided if the Consumer does not give consent to removal of defect in a manner specified by the Guarantor.
3. The guarantee does not cover in particular:
 - a) the obligation to repair any damage which occurred or might occur as a result of or in connection with the use or assembly of elements incompatible with the Guarantor's products,
 - b) mechanical or thermal damage to window panes, including cracking during use, and natural glass defects within the limits allowed by applicable site standards of a given pane manufacturer,
 - c) damage to elements which occurred as a result of wear and tear and damage resulting from the lack of maintenance or improper maintenance of particular elements,
 - d) the obligation to repair any damage resulting from or in connection with unfitness of the product/merchandise for use in accordance with its normal intended purpose,
 - e) the Guarantor's obligation to carry out adjustments and maintenance,
 - f) colour changes of white profiles resulting from deposits on the outside of frames of environmental pollution contained in the air (mineral and organic) or use of improper cleaning agents, yellow surface stains may occur. They happen to occur in bottom parts of the window, usually on the sunny side of the building. They are primarily iron, urethane and ammonia compounds (normally non-existent in PVC profiles) which, when exposed to UV radiation, cause profile colour changes,
 - g) colour change of decorative foil in a finished product/merchandise which occurred as a result of improper use or assembly, improper transport, improper storage, mechanical damage or cleaning with the use of improper agents,
 - h) damage caused by intentional acts,
 - i) disturbances to operation of the controlling device caused by a strong electromagnetic field originating from power or radio devices located nearby,
 - j) damage or defective operation of electric equipment not attributable to the Guarantor's fault and caused in particular by: lightning, liquid spills, mechanical shocks, improper voltage or other external factors,
 - k) repairs, adaptations or structural modifications carried out by the Consumer or persons not authorised to carry them out by the Guarantor,
 - l) application by the Consumer of spare parts or additional devices of manufacturers other than original parts of the Guarantor, without the Guarantor's written consent.

Article 6. Obligations of the Consumer

1. In order to exercise the rights under the guarantee, the Consumer is obliged to report in writing, via the complaint form available on www.reklamacje.stollar.pl, unfitness of the product for use in accordance with its normal intended purpose within 14 days from the date of occurrence.
2. The report should describe in detail the cause of submission and specify the product.
3. In the case of identification of a product defect which is possible to report before assembly, the Consumer is obliged to report it before assembly; if the Consumer fails to do so, the Guarantor will not be obliged to cover the costs of disassembly and reassembly of the product, if disassembly is required for removal of the defect.
4. Upon the Guarantor's request, the Consumer will immediately make the complained-about product available to the Guarantor at the place where the product is located or, if possible, will make photographs of the complained-about product and identified unfitness of the product for use in accordance with its normal intended purpose and submit such photographs to the Guarantor. If the Guarantor takes any steps or makes any acts aimed at examining the complained-about product and assessing validity of the complaint, it does not mean that the Consumer's complaint or claims are granted and does not prevent the Guarantor from raising a claim that the guarantee has expired or from rejecting the complaint.
5. Notwithstanding unfitness of the product for use in accordance with its normal intended purpose and the Consumer's rights under the guarantee, the Consumer cannot refuse to pay the full price or particular components of the price for the product, if already due and payable, unless the Guarantor released itself, with the Consumer's consent, from the obligations under the guarantee in accordance with Article 7(3) and Article 7(4) hereinbelow.
6. The Consumer is obliged to provide the Guarantor with easy access to the product in order for the Guarantor to repair it, replace it or otherwise make it fit for use in accordance with its normal intended purpose.
7. Assembly of the product must be entrusted to specialist companies engaged in the business of assembly of such products. Assembly of the product should be carried out in accordance with good construction practices or industry standards applicable in the place of assembly. While assembling the product, the Guarantor's manuals and recommendations available on the Guarantor's website must be complied with. The Guarantor's product assembly manual specifies the rules and assembly steps which must be taken while building in standard products (windows, balcony doors, display windows, etc.). In the case of assembly of complex elements (curtain walling, winter gardens, internal walling and other), the design presenting the object-specific assembly method must be complied with.

Article 7. Transport and storage

1. The product may only be transported in vertical position; this applies in particular to glazed elements.
2. By the time of assembly, windows must be stored at a place which is not exposed to direct sunlight and contact with hot objects, aggressive chemical agents, waterproofing agents, glues, paints and solvents.
3. While carrying the product, one must not hold handgrips, handles and fittings.
4. While carrying the product, one must not use glass suction cups, which may result in a change of pre-set leaf geometry.

Article 8. Dispute resolution

1. In the event of any dispute between the Guarantor and the Consumer relating to unfitness of the product for use in accordance with its normal intended purpose, the Parties may – on the basis of a separate mutual agreement in writing – decide to appoint an independent expert or institution indicated in such agreement in order for them to issue a binding opinion on unfitness of the product for use in accordance with its normal intended purpose. The costs of the opinion will be borne by the Party against which the opinion is issued.
2. If the dispute between the Guarantor and the Consumer is not settled as specified in this guarantee card as part of the guarantee proceedings, the Guarantor agrees to participate in out-of-court dispute resolution proceedings. The authorised entity relevant for the Guarantor in respect of out-of-court dispute resolution proceedings is Voivodship Inspectorate of Trade Inspection [Wojewódzki Inspektorat Inspekcyj Handlowej] in Białystok, ul. Żelazna 9 lok. 1U, 15-297 Białystok, <http://www.bialystok.wiuh.gov.pl>

Article 9. Final remarks

1. Any costs of repair of faults and defects not subject to guarantee repair specified in this guarantee card will be borne by the Consumer who calls for the Guarantor's maintenance staff.
2. If it is necessary to submit a component for examination at the supplier's, the guarantee complaint time may be extended accordingly.
3. A guarantee for the sold product does not exclude, limit or suspend the Consumer's rights arising from the provisions on commercial warranty for defects in sold products, as stated in Article 1(5) in this guarantee card.
4. To any matters not regulated in these terms and conditions, generally applicable provisions of law apply.

Date and place of complaint	Name of product, kind, type and other specification	Faults reported	Date and signature of the person receiving the complaint	Date of fault removal

PROOF OF SALE WITH THE DATE OF ISSUE

Details of the Client:

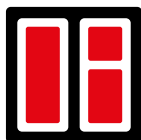
Signature of the Client:

Point of sale and signature:



20

years of experience



2000

windows a day



250+

employees



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