

WARRANTY CARD

General Warranty Terms and Conditions

Date of sale:	Date of installation:	Order's number of VIDOK:
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1. **VIDOK sp. z o.o.** with its registered office in Rudna Mała, Rudna Mała 36-054 Mrowla (hereinafter referred to as: "the Seller" or "VIDOK") grants a warranty to the Buyer concerning the quality of the product sold under the terms and conditions specified in this Warranty Card (hereinafter: "Warranty Card").

2. The warranty period is:

A) **-5 years** - for PVC, TIMBER, ALUMINIUM WINDOWS, and ROLLER BLINDS, with the reservation that glass, accessories and fittings for joinery have a warranty in accordance with letter C below

B) **-3 years** - for ENTRANCE DOORS made of PVC, TIMBER, ALUMINIUM, with the reservation that the glass, accessories and fittings for entrance doors have the warranty in accordance with letter C below

C) **-2 years** - for other VIDOK products including: glass, garage doors, electric drives for roller blinds and garage doors, controllers, remote controls, ventilators, limiters, mechanical elements, door closers, locks, door inserts, handles, electronic devices, control elements such as electromagnetic locks, with the reservation that the warranty for the above-mentioned other products may be modified (extended) based on clear individual arrangements with the client if such manufacturer warranty terms and conditions for the above-mentioned other products have a longer warranty period.

D) **-7 years** - for PVC window joinery, in the GOLDENERGY line, with the reservation that the glass, accessories and fittings have a warranty in accordance with letter C above

3. VIDOK shall ensure that the products sold by VIDOK for the period of time indicated in section 2 above, shall have the properties specified

in product specifications, product data sheets or other documentation attached to the products defining their properties and/or properties of which VIDOK assures the Purchaser, provided that periodic inspections are performed in accordance with the schedule and price list of services available at www.vidok.com/cennik and constituting an appendix to the warranty conditions. Vidok liability is not limited if the defect arose despite performed periodic inspections or the circumstances indicate that the lack of periodic inspections did not contribute to the defect.

4. As evidence of the warranty, VIDOK issues a Warranty Card, the receipt of which shall be confirmed by the Purchaser with his/her signature. The condition for exercising warranty rights is to submit the Warranty Card signed by the Buyer to the manufacturer, together with confirmation of performed inspections specified in the schedule. A Warranty Card which is damaged, illegible or without a complete entry is invalid. In such a case the Buyer shall apply for the issuance of its duplicate, proving its warranty rights. By signing the Warranty Card, the Buyer confirms the receipt of a set of documents specifying the properties and proper use of goods covered by the warranty.

5. If the person entitled to the warranty is a Consumer (i.e. a natural person entering into an agreement covered by the warranty for the purpose not directly related to his/her economic or professional activity, hereinafter referred to as the "Consumer") then the warranty period is calculated from the date when the item was issued to the Buyer. In other cases, the warranty period shall be counted from the date when the item was issued to the Buyer and in the absence of receipt of the ordered product within the period specified in the contract, the beginning of the warranty period shall be counted from the day following 30 days from the date of receiving items specified in the contract.

6. Physical defects revealed during the warranty period due to the reasons inherent in the sold products are removed by the Seller by repairing the defective product or replacement of the defective product with a product free from defects. The choice of the method of performing warranty obligations belongs to the Seller.

7. Liability under the warranty covers only defects arising from the reasons inherent in the sold goods. Liability under the warranty, in particular, does not include defects resulting from:

a. incorrect installation of products by the Buyer or third parties including business partners of VIDOK Sp. z o.o., i.e. inconsistently with the technical conditions, and inconsistently with the rules of the art of building, including the rules set out in the current guidelines for installation of window joinery developed by competent institutes,

b. using and maintaining the products inconsistently with the instruction for use and maintenance delivered to the Buyer together with the goods covered by the warranty,

c. mechanical, thermal and chemical damage as well as permanent dirt that occurred after the products were released to the Buyer, and not resulting from reasons inherent in the sold item,

d. damages resulting from the instability of the wall structure in which the joinery is installed,

e. damages of varnish coating of wooden windows resulting from failure to maintain proper ventilation of rooms while performing wet construction works,

f. leaving the products together with protective film for a period longer than 3 months from the date of their receipt,

g. installation of elements that caused joinery malfunction and lack of durability,

h. discoloration and damage resulting from swelling of wood caused by relative (more than 50%) air humidity in the rooms,

- i. repair of the product performed by unauthorized persons,
- j. improper transport organized by the Buyer,
- k. using the product against its intended use,

8. The warranty does not cover:

- a. elements subject to normal wear,
- b. apparent defects, visible, and not reported at the reception of products, concerning incompatibility of dimensions, divisions of sections or colours,
- c. natural unevenness in the tint and distribution of the colour intensity of the window frames determined by the chemical structure of the varnish coatings and the properties of the wood used
- d. disorders in the structure of glass or wood films generally acceptable by the manufacturer in the manufacture of products covered by the warranty,
- e. exterior doors that are not installed under a roof, exposed to direct sunlight and rainwater, if the defect was caused by these weather phenomena,
- f. occurrence of condensation (freezing) on the pane as a result of poor ventilation,
- g. occurrence of interference (refraction of light on the pane),
- h. occurrence of stains on a glazing unit while it is fogged,
- i. products purchased as defective to the extent of information about defectiveness described in writing or provided to the Consumer before purchase.
- j. thermal damage to insulating glass as a result of installing sun protection systems, ie fabric roller blinds, blinds mounted directly to the windows and other not listed shields, including advertising banners, stickers, which could lead to uneven heating of the insulating glass surface.

In case of doubt, the quality assessment of the PRODUCTS is carried out based on the quality guidelines of the producers of these individual components. It does not exclude or limit the liability of VIDOK in the event of a defect within the meaning of the Act of 23 April 1964 Civil Code (ie Journal of Laws of 2016, item 380, as amended).

9. The Seller shall not be liable for the accuracy of measurements, division of window sections, the function of the window and type of glazing given by the Buyer if the Seller informed the Buyer before the execution of the order of the possibility of defects in connection with the implementation of the joinery element ordered by the Buyer.

10. The warranty does not include the obligation of the Seller to perform adjustment and maintenance activities described in the instructions for use and maintenance.

11. Complaints must be submitted directly to the place of purchase of the products, as well as in writing to the address of VIDOK Sp. zoo Rudna Mała 75 36-054 Mrowla, using complaint forms available in the points of sale of VIDOK products or in the manner described in the contract for goods covered by the warranty.

The buyer is obliged to report defects covered by the warranty within 7 days from the moment he becomes aware of the existence of the defect, or from the moment he could have become aware of its existence by exercising due diligence. Failure to comply with the above mentioned deadlines causes the expiration of rights under the warranty.

12. VIDOK is obliged to perform the obligations under this warranty, including removal of physical defects of the product covered by the warranty and revealed during the warranty period within **21 days** from the date of the delivery of the claimed product, and if the goods are not delivered to the registered office of VIDOK within 28 days from the date of the notification of the defect. This period may be modified for important reasons, including the type of repair, atmospheric conditions, the need for visual inspection, obtaining professional expertise, as well as in the case of the need to use non-standard elements by the time of the occurrence of the obstacle or reasons for extending the deadline for the removal of the defect. The Seller is obliged to inform the Buyer about extending the deadline for the removal of defects, indicating the reason and a new deadline for the removal of defects.

13. The Buyer is obliged to deliver the product under complaint at the expense of the Seller to the registered office of VIDOK Rudna Mała 75 36-054 MROWLA, unless the circumstances indicate that the defect should be removed at the place where the product was located when the defect was revealed, then the Buyer is obliged to provide access to the product for inspection, repair and / or replacement by the representatives of the Seller.

14. A delay in processing a complaint does not occur if the Seller's representative reports to the Buyer at the time agreed with the Buyer to handle the complaint and he cannot perform this action for reasons attributable to the Buyer.

15. If the Warranty Card does not contain the date of purchase, signature and stamp of the Seller, signature of the Buyer, or if any corrections were made in the warranty card (alterations, deletions, etc.) by unauthorized persons, the Buyer loses their rights under the warranty, if the deficiencies or damage to the warranty card make it impossible to determine the existence of warranty rights or their scope.

16. All repairs and modifications of the product during the warranty period performed by persons not authorized by VIDOK, and resulting in the occurrence of defects, cause the expiration of the rights of the Buyer under this Warranty Card.

17. The warranty is valid on the territory of the Republic of Poland.

18. The warranty does not exclude, limit or suspend the rights of the Buyer under warranty for defects of sold goods if such rights of the Buyer have not been limited or excluded in a contract concluded by the Parties under generally applicable law.

19. The Seller declares that it has appropriate documents, which allow trading in the Seller's products on the territory of Member States of the European Union. At the same time the Seller's products meet the parameters specified in these documents.

The Buyer declares that he has received the product in a good quality condition and that he accepts the above mentioned warranty terms and conditions.

☐ YES

☐ NO

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Date and Seller's signature

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Date and Buyer's signature