

## GENERAL TERMS OF SALES FOR THE FOREIGN TRADE PARTNERS

### I. GENERAL RESOLUTIONS

1. Termo Profil Ltd. (later referred to as “Manufacturer” runs business activity on the grounds of the entry in the Register of Entrepreneurs ran by the X Economical Department of the National Court Register of the District Court in Gliwice, under the KRS number of: 152321.
2. The Manufacturer is a professional entrepreneur in production and selling of the window and door joinery made of artificial material and aluminium, as well as other Products being in the commercial offer of the Manufacturer (later referred to as “Products”)
3. The General Terms of Sales for the foreign Trade Partners (later referred to as “GTS”), defines the rules of cooperation of the sides in the field of sales of the Products by the Manufacturer to the Client being an entrepreneur as in the art. 43 of the k.c. [Civil Code] with its residence outside the territory of the Republic of Poland.
4. Information advertised on the internet website of the Manufacturer are not to be understood as an offer in the meaning of the Civil Code, as they are only an invitation to submit an order.
5. In case of a nullity or pointlessness of some of the resolutions of GTS, other resolutions remain obtain.
6. A Client submitting an order acknowledges that the GTS is an integral part of a contract concluded with the Manufacturer and in that case both sides exclude any other General Terms of Sales or Services effectual with Client.
7. Whenever there is a term marked in days mentioned in the GTS, it is to be understood as a term counted in the calendar days.

### II. ORDERS

1. A client submits and order of Products in a written or electronic form via WH OKNA program facilitated by the Manufacturer (later referred to as “Program”), with the usage of the Identity Tag conferred by the Manufacturer.
2. An order should include: amount, type and full specification of the Products ordered. Pointed by the Client date of realization is not binding to the Manufacturer.
3. A conclusion of the unitary sells contract comes into an effect with the moment of a written confirmation of a received order by the Manufacturer or setting of the “OK” status in case if the Client is using the Program, restricted by section 4 and 5.
4. The Manufacturer appertains a one-sided right to demand a payment of a warranty deposit by the Client, in an amount marked by the Manufacturer, which the Client accepts entirely without objections, for the protection of the proper performing of the contract by the Client. The amount of the warranty deposit does no underlie the bank rate. During the cooperation, the Manufacturer will hold the liability from the amount of the paid deposit when there is delay in payment by the Client, to satisfy its claims. In case there is a deposit attachment, the Client is obliged to reconcile in the term of 14 days after the prompt note from the Manufacturer, otherwise the Manufacturer may refuse to accept the order to realisation. In case of the cease of the cooperation between the Manufacturer and the Client and lack of indebtedness or existence of a indebtedness in the amount lower, the warranty deposit comes under return upon an application from the Client, respectively in full amount or in part.
5. The Manufacturer appertains a one-sided right to demand a deposit from the Client conditioning the conclusion of the sales contract due to the submitted orders, in the amount marked by the Manufacturer, which the Client accepts entirely without objections. In case the deposit is not paid in the term marked by the Manufacturer, the Manufacturer has a right to refuse to accept the order to realisation.
6. The confirmation of the acceptance of order contains the Products specification, prices and term of realisation.
7. The Client is obliged to check the confirmation of the amount, selection, dimensions, colouring, prices and other parts of the order.
8. In case there is a variance between the content of the order and the content of the confirmation, with exception to the date of realisation, the Client is obliged to forthwith inform the Manufacturer. Otherwise the terms of contract are settled by the confirmation of the order sent by the Manufacturer.

9. The Client may resign or introduce changes to the order, provided that the order is not already in realisation. The cancellation of the order must be sent in written form to the supervisor of your company and the Client must get a confirmation via e-mail that the cancellation has been successfully performed.
10. The tacit acceptance of the order confirmation by the Customer results in the obligation to collect the Products under the conditions specified in the order confirmation.
11. Not picking up of the ordered Products by the Client in the term specified by the confirmation of the order, does not exempt him from paying for the produced Product in compliance to the settled price. Additionally, the Client is obliged to pay the Manufacturer a fee for storing the Products in accordance with the currency of the Order in the amount of PLN 16 or EUR 4/pallet for each day of delay in collecting the Products.
12. The manufacturer reserves the right to withdraw from the contract in the event of delays or difficulties in obtaining the raw materials and / or semi-finished products needed to perform the contract, including changes in prices for which he is not responsible, as well as in the event of the occurrence of extraordinary circumstances that could not be foreseen when concluding the contract. In this case, liability for any manufacturer damage is excluded.
13. TERMO PROFIL takes no responsibility for non-performance or improper performance of the Agreement in the event of force majeure. Force majeure events within the meaning of the Agreement are extraordinary events, independent of both Parties, which prevent the performance of the obligations of the Parties specified in this particular Agreement, event which occurred or became known to the Parties after the conclusion of the Agreement, which could not be prevented despite due diligence. Force majeure events are in particular: military operations, blockade of ports or border crossings, import or export bans, acts of state authority preventing the conduct of business in part or in whole, fire, drought, flood, earthquake, epidemic or other similar circumstances.

### **III. PRICES AND PAYMENTS**

1. Prices of the Products are consensual to the price list in force at the day of order, which is delivered to the Client via Program.
2. In case of the prices change, the Manufacturer will introduce changes to the Program and inform Client at the Login Panel – 7 days in advance.
3. The Manufacturer may grant the Client with a price discount of the post-tax prices of the Manufacturer. Value of the discount is individually determined and it consists of the 4% discount which is to run the warranty service by the Client.
4. Products will be paid in cash, with all the restrictions predicted in the article 3 of the predicted in the article 3, section 3, point 1 of the Act from the 2 July 2004, on the Freedom of Business Activity (Law Gazette from 2004, number 173, position 1807 with any later changes), or by means of money transfer on the Bank Account of the Manufacturer.
5. The term of payment will be individually determined by the Manufacturer on the confirmation of the order.
6. A delay in payment of any amount entitles the Manufacturer to hold up deliveries and backtrack from realisation of next orders.
7. In case there is a delay in payment, the statutory interests will be counted.
8. A complaint report does not dismiss the Client from the obligation of paying the full price of the Products.

### **IV. DELIVERIES**

1. In case that the Manufacturer demands an advance payment, the term of the production of the ordered Products is individually determined and counted from the day of the income of the advance payment on the Bank Account or Cash Desk of the Manufacturer.
2. In other cases the term of the production is individually determined and counted from the day of the order confirmation.
3. The term of the production of doors and windows that are not rectangular and/or in not standard colour will be individually determined.
4. The terms of delivery of the Products will be agreed individually with the Client, provided that the Manufacturer has the right to determine the logistic minimum in each case. In such a situation, if an order is placed with a value lower than the logistic minimum, the goods may be delivered to the Client at another time by combining the transport of goods with other orders. It is also possible to collect the Products on one's own.

### **V. WARRANTY**

1. The Manufacturer grants a warranty on the ordered Products according to the Warranty Card of the PVC joinery, Warranty Card of the aluminium joinery, Guidelines to the PVC and aluminium windows and doors joinery installation and the Rules of Windows and Doors utilisation which constitutes the attachment 1 -4 of the GTS.
2. The condition of the warranty validity is to accomplish the installation compatibly to the Guidelines to the PVC and aluminium windows and doors joinery installation which constitutes the attachment number 3 of the GTS.
3. The Client is obliged to perform an initial assessment of the reported complaint about the Product, including verification of the Guarantee Period, taking photographic documentation, drawing up a report of the activities carried out, indicating defects or failures in the Product and stating the cause of their occurrence, and immediately provide this information to the Manufacturer by sending a complaint notification through the Programme.
4. The Customer is obliged to carry out the guarantee servicing in terms of:
  - a) adjustment of window fittings for correct functioning of the sashes,
  - b) replacement of complained components such as: insulating glass units, glazing beads, hardware components, window seals, window handles, window casements, crossbars, drives and components for roller shutters, blinds and garage doors, mosquito nets, internal covers, window sills, etc.
5. Elements free of defects will be delivered to the Client free of charge in order to replace them.
6. Elements replaced by the Client will be immediately returned to the Manufacturer.
7. In case that the Client will evade the duty of providing the warranty service described in the section 5, the Manufacturer will surcharge Client with an additional costs of 4% of value of Products, of which the Client has surcharged a duty of providing the warranty service and of which he has received that amount as a discount when he bought that Product from the Manufacturer, according to the GTS. The client is obliged to give the Warranty Card to the Final Client.
8. In case that the Warranty Card is missing, no complaints will be accepted.
9. The Client covers costs sustained by the Manufacturer due to the unfounded complaints reported by Client.
10. Unpaid Products does not come under the Warranty.
11. In case that the above mentioned rules and terms filled, the Manufacturer will claim the Client to repair all of the damage done.
12. Complaints concerning overt defects, such as discrepancies in colour, dimensions, divisions, number of pieces, as well as any visible mechanical damage and deformation of the profiles, must be established and recorded (on the goods receipt documents such as delivery note [External issue/External export issue] or the CMR waybill) immediately upon receipt. Otherwise, acceptance of the Products shall be deemed to have taken place without reservation.
13. All of the faults resulting in transport or installation done by the Client or any other person acting on commission of the Client will be replaced by the Client on his own cost.
14. This contract does not allow the Client in any case to lodge any declarations of will of the Manufacturer (including contracts, changes in contracts, warranty) as well as accepting any declarations of will on behalf of the Manufacturer.
15. The Client is not allowed to accept any payments on the behalf of the Manufacturer which he carries out for the Manufacturer, nor to accept any benefits for which the Manufacturer pays.
16. The Client avows that he waives any claims toward the Manufacturer resulting from his exclusion from his responsibility from the warranty as the Manufacturer.

## **VI. DATA PROTECTION**

The client shall declare to agree the processing of its personal data by TERMO PROFIL under the meaning of Regulation (EU) of the European Parliament and of the Council (2016/679) dated 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (General Data Protection Regulation) (EU Official Journal L 119 dated 04.05.2016 p. 1), hereinafter referred to as the GDPR and the Act of 11 May 2018 on the protection of personal data as required for the conclusion and performance of the agreement.

## **VII. FINAL RESOLUTIONS**

1. GTS was compiled in two language versions: polish and EN both equivalent. In case of any argument between the Sides in the range of their interpretation, the deciding one is the polish version.

2. Contracts between the Sides, including their concluding, executing and cease underlie the polish law. Any arguments resulting from their concluding will be decided by the appropriate for the Manufacturers state of residence Court of General Jurisdiction.
3. The Manufacturer claims right to change the GTS. All of the changes to the GTS will be in force from the date of the publication on the internet website of the Manufacturer, with the restriction that contracts concluded between the Sides all rules in force at the time of the confirmation of order will remain in force.
4. GTS is in force since 01.04.2025 r.

Attachments:

1. Warranty Card of the PVC joinery
2. Warranty Card of the aluminium joinery
3. Rules of Windows and Doors utilisation
4. Guidelines to the PVC and aluminium windows and doors joinery installation

## Guarantee Card for PVC joinery

FOR THE PRODUCTS OF THE THERMO PROFILE WINDOWS AND DOORS FACTORY AND OTHER COMMERCIAL GOODS

### **I. GENERAL GUARANTEE CONDITIONS FOR THE WHOLESALE CUSTOMER**

In the event of physical defects in the products or goods, the Buyer shall be entitled to guarantee benefits in accordance with the following rules:

1. **Commencement of the guarantee:** The guarantee commences upon delivery of the goods and their receipt by the Buyer.
2. **Conditions for acquiring guarantee rights:** The Buyer acquires guarantee rights after full payment for the goods has been made.
3. **Effect of complaint on payment:** The lodging of a complaint does not entitle the Buyer to withhold payment for the goods.
4. **Guarantee period:** The specific guarantee periods (calculated from the date of delivery of the joinery/traded goods ) and the extent of the guarantee are set out in the table attached on page three of the Guarantee Card.
5. **Limits of the Guarantor's liability:** The guarantee covers only defects arising from causes inherent in the item sold.
6. **How to make a complaint:** Complaints should be submitted electronically in the Customer Panel at [www.termoprofil.eu](http://www.termoprofil.eu).
7. **Verification obligation:** The Buyer should verify the grounds for the claim, including the guarantee period, the validity of the claim and its completeness.
8. **Complaint details:** The Buyer should provide the address where the complained joinery or goods were installed, indicate the reason for the report, describe the advertised goods in detail (e.g. item number, quantity), and clearly state their demands
9. **Documentation:** You must enclose photographic documentation with your complaint, especially in the case of damage or non-conformity of the goods with the order. One photo should show the entire product and the second photo should show the **complained** detail. Glazing inserts with visible defects should be photographed against a gauge. Detailed instructions for photographing glazing inserts are available at [www.termoprofil.eu](http://www.termoprofil.eu) → **Partner Zone** → **Documents to download**. Please send the video as an e-mail to [serwis@termoprofil.eu](mailto:serwis@termoprofil.eu).
10. **Completion of deficiencies:** If there are deficiencies in the complaint, the Service and Complaints Department will request them. Until this is done, the complaint will not be processed.
11. **Processing time:** A complete complaint will be processed within 21 working days.
12. **Communication:** The decision to accept or reject the complaint will be sent via the Customer Panel.
13. **Expertise:** If the handling of the complaint requires the opinion of the suppliers or manufacturers of the Product component, the processing time may be extended.
14. **Decision after expert examination:** If the complaint is rejected after expert opinion, the Buyer shall bear the cost of the new goods or service.

15. **Returns of goods under complaint:** Complained goods must be returned within 2 months of the date of delivery of new goods free of defects. Failure to meet this deadline shall be equivalent to the Buyer's obligation to pay the price of the goods they have received in fulfilment of the complaint.
16. **Form of guarantee fulfilment:** The decision to repair or replace the complained goods is made by the Manufacturer.
17. **Price reduction:** In the case of an irremovable defect, or if the removal of the defect would result in a reduction in the quality of the product, the handling of the complaint may consist of a price reduction with the consent of the Buyer.
18. **Replacement of components:** New components free of defects under guarantee will be supplied free of charge. The Customer is responsible for their replacement in accordance with the General Terms and Conditions of Sale for contractors point V.
19. **Unjustified call:** In the event of an unjustified service call, the costs of the service arrival shall be borne by the Buyer.
20. **Time limit for repairs:** Defects are repaired within a period of up to 21 working days after the complaint has been acknowledged as valid, however, in justified cases this may be extended (replacement of product components or for important objective reasons, e.g. meteorological conditions or lack of a Product component).
21. **Guarantee period:** The guarantee period runs anew after the goods have been repaired or replaced. If an intrinsic component of the item has been replaced, the guarantee period starts anew for this component. For all other components, the guarantee period continues to run from the date of purchase of the goods.
22. **Delay in processing:** Delay does not occur if the Buyer has prevented the repair or processing of the complaint by visual inspection at the address indicated within the agreed time limit. If the Buyer prevents the repair twice, the Buyer shall be deemed to have waived guarantee claims.
23. **Access to the product:** The Buyer is obliged to provide free access to the product for the purpose of repair or replacement. If the product is built in, the Buyer is obliged to provide access to the product.
24. **Manufacturer's liability:** The Manufacturer is liable for defects only up to the value of the purchased item.
25. **Obsolete components:** If a component requiring replacement has been withdrawn from the range, the Manufacturer reserves the right to replace it with an available one of similar function.
26. **Quality acceptance:** The Buyer is obliged (in accordance with the General Terms and Conditions of Sale) to check the quality and quantity of the goods on receipt and to confirm any apparent defects on the delivery note (External issue/External export issue) or the CMR waybill. (Obvious defects upon acceptance: discrepancies in quantities, colours, dimensions, divisions, any mechanical damages).
27. **Self-assembly:** the responsibility for assembly rests with the Buyer or an assembly company of their choice.
28. **Transport and storage:** The Buyer must comply with the rules for transport, storage and receipt of goods available in the storage instructions on the Manufacturer's website.
29. **Integrity of the rules:** The guarantee conditions are an integral part of the "Operating and maintenance rules for windows and balcony doors".
30. **Exclusivity of the guarantee:** The terms and conditions of the guarantee are contractual in nature and exclude contrary regulations.
31. **Warranty:** As the goods purchased by the Customer are intended for further resale, **the parties exclude the Producer's liability under the warranty for defects in the goods (Article 558 §1 of the Civil Code).**

However, the exclusion of the Manufacturer's liability under the warranty does not apply to agreements concluded after 1 January 2021 by the Manufacturer with a natural person who concludes a contract directly related to his/her business activity, when it follows from the content of that contract that it does not have a professional character for this person, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity (Article 556(4) of the Civil Code).

<b>PRODUCTS UNDER GUARANTEE</b>	<b>GUARANTEE VALIDITY PERIOD</b>
<b>WINDOW, BALCONY WINDOW, BALCONY DOOR - PVC SYSTEMS</b>	<b>5 years</b>
<b>ENTRANCE DOORS, SLIDING DOORS - PVC SYSTEMS</b>	
<b>WINDOW, BALCONY WINDOW, BALCONY DOOR WITH ALUMINIUM THRESHOLD WINDOW AND DOOR WITH STUCK-ON MUNTIN BAR</b>	<b>2 years</b>
<b>GLAZING INSERT - AIRTIGHTNESS OF THE FIXATION</b> excluding assemblies with ornamental, sandblasted, etched, tempered or enamelled glass	<b>5 years</b>
<b>GLAZING INSERT</b> according to the Polish Standard and the Technical Criteria of the Glass and Ceramics Institute and according to the visual assessment of the quality of glass products	<b>2 years</b>
<b>NON-RECTANGULAR JOINERY</b> (circles, arcs, triangles, trapeziums, etc.).	<b>2 years</b>
<b>GASKET</b> (durability and resistance to weathering)	<b>2 years</b>
<b>INTERNAL AND EXTERNAL COVERING SYSTEMS</b> blinds, shutters, mosquito nets, pleats	<b>2 years</b>
<b>GARAGE DOOR</b>	<b>2 years</b>
<b>OPTIONAL EQUIPMENT</b> Handle, door knob, door latch, door closer, humidistat or mechanical ventilator, fanlight opener, lock, electric door strike, lock cylinder, cover and blind, etc. external and internal window sills, door panels (decorative and PVC panels) and other commercial products	<b>2 years</b>
<b>JOINERY INSTALLATION</b> carried out exclusively by the joinery Manufacturer	<b>2 years</b>

## **II . THE GUARANTEE DOES NOT COVER:**

phenomena, defects, deformations and mechanical, thermal, chemical damage caused by:

1. Mechanical damage (profiles, glazing inserts and other commercial goods) not reported upon receipt of the goods.
2. Damage to decorative foils in satin- and matt-textured colours in accordance with the current colour charts.
3. Permissible defects of PVC profiles (according to the criteria of quality assessment of PVC window and door sections).
4. Cracks in glazing inserts caused by external mechanical or thermal influences (the risk of cracks increases in the event of uneven heating of the glazing surface, e.g. through a partially obscured window, directing air from the heating or air-conditioning system and as a result of external pressure on the glazing or masonry work), not applicable to cracks in glazing inserts noted on delivery.
5. Defects in glazing inserts (permissible) in accordance with the quality criteria for insulating glass units.
6. Installation of joinery and other commercial goods with obvious defects.
7. Incorrect installation of the ordered products (inconsistent with the "Guidelines for the installation of window and door joinery" and the "Rules for the operation of windows and doors") constituting appendices No. 1 - 4 to GTS
8. Improper transport of joinery/commercial goods by the Buyer (not in compliance with the instructions for storage, transport and personal collection of windows and doors).
9. Improper storage or storage of the joinery by the Buyer (without shelter, ventilation, without loose transport straps, wrapped in stretch film, exposed to direct sunlight).
10. Negligent actions after the installation of the joinery, including failure to remove the film protecting the profiles.
11. Adjustments on fittings and glazing packers (caused by operation and forces acting on the joinery)
12. Maintenance of woodwork and other commercial goods.
13. Contamination of glazing, fittings and profiles (mortar, paint, debris, plaster, etc.).
14. Usage or continued use of goods despite noticing a defect in the goods.
15. Damage to joinery and other commercial goods through the use of sharp tools, scouring agents and corrosive substances by the Buyer for cleaning.
16. Natural wear and tear of parts and accessories due to normal use.

17. Defective construction of the building in which the joinery was installed.
18. Improper repair or alteration of the joinery carried out by the Buyer or by third parties.
19. Inadequate ventilation and incorrect use of joinery (in particular lack of ventilation of the room and too low a temperature inside), which is associated with the appearance of mould or fogging and freezing of glazing inserts and window profiles on the inside and outside of the room. This phenomenon is caused by temperature differences or high air humidity.
20. Optical effects - the rainbow phenomenon created on glass panes by the interference of light waves, the so-called Newton rings.
21. Non-substantial defects of the product which remain invisible after installation and do not affect the value and functionality.
22. Deviations in the colour (shade) of the glazing inserts, which may occur particularly in the case of additional orders and are due to changes in the material itself or constantly advancing production technology.
23. Defects caused by the use of unsuitable assembly materials (silicones, adhesives, etc.) which may react chemically with the Manufacturer's product components.
24. Deviations in the colour (shade) of the window profiles, differences in gloss, grain or pattern, which are dependent on the manufacturers of decorative foils and profile manufacturers, and are intended to imitate the structure of the wood as closely as possible. Differences can arise in particular in the ordering and replacement of additional windows and window components as a result of changes in the material itself or constantly advancing production technology.
25. Deformation of frames and sashes that have not been installed in accordance with the installation guidelines and exceed the following values :
  - deviation from vertical and horizontal with a length of up to 3000 mm exceeding 1.5 mm/1m,
  - difference in frame and sash diagonals greater than 2 mm - for element lengths up to 2 m and greater than 3 mm for element lengths over 2 m, or frame distortion exceeding 1.5 mm/1 mb
26. Deformation of PVC panels and infills with a thickness of: 36, 40, 44, 48 mm with a surface area of up to 1m<sup>2</sup> or whose height exceeds 1700 mm (all colours except white). Not applicable to panels with TRD structure,
27. Defects in door leaves and widened leaves with two or more mullions/crossbars.
28. Mechanical damage in the form of deformation of connectors and chamber strips not cut to 3 m in size for transport.
29. Defects in roller shutters, gates, facade blinds caused by:
  - a) lack of permanent support,
  - b) incorrect connection of the electrical installation by a person without a SEP certificate (to be confirmed by an expert opinion),
  - c) failure to connect the inertia brake on roller shutters,
  - d) lack of access to the inspection hatch,
  - e) failure to remove the stopper of the bottom guide prior to installation of the sill,
  - f) decoding of the drives due to the passage of time (more than 6 months after installation), voltage fluctuations (presence of photovoltaic panels in the building where the roller shutters/gates/facade shutters are connected to the grid) and connection to power generators,
  - g) incorrect operation (e.g. tugging, impacts, inappropriate rolling angle of a manually operated roller shutter
  - h) freezing of components with non-overloading drives, or
  - i) incorrect installation of gates, roller shutters, facade blinds
30. Damage caused (directly or indirectly) by external events such as flooding, strong winds, fire, explosion, mining damage, landslides, burglary, acts of war and the like.

**I declare that I have read the contents of these guarantee conditions, which I understand and accept.**

In force from 01.04.2025

Stamp, date and signature of the Seller

Legible signature of the Buyer

Warranty Card of  
ALUMINIUM profiles

FOR PRODUCTS OF THE FACTORY WINDOWS AND DOORS “TERMO PROFIL”

GENERAL TERMS AND CONDITIONS OF THE WARRANTY

1. The Manufacturer, shall ensure high quality of its products, used and maintained in an appropriate if they are mounted way.  
Should physical defects in the Manufacturer’s Products occur, the Buyer is entitled to relevant warranty services, taking into consideration the rules specified below:
2. The Manufacturer grants Warranty to the Buyer covering its products and counted from the date of the documented purchase for the period of:
  - a) 36 months, on condition that proper installation by the installation crew of an authorized manufacturer
  - b) 24 months for seals,
  - c) 24 months for entrance doors, sliding doors, aluminium site
  - d) 24 months for non-rectangular profiles (circles, arches, triangles, trapezoids etc.)
  - e) 36 months for steamed up inside glass contribution excluding combinations with ornamental, etched, sand-blasted, enameled and hardened glass,
  - f) 24 months for window glass contribution in accordance with the Polish Standard and Technical Criteria of the Institute of Glass and Ceramics,
  - g) 24 months for additional equipment, e.g. mechanical air inlets or inlets controlled by humidity sensor, pulls, handles, decorative handles, door closers, small window openers, locks, electric doorstrikes, door lock cylinders and commercial goods - external and internal sills.
  - h) 24 months for mounting joinry, performed by the Manufacturer. The Warranty does not cover cracked plaster in a window recess inside and outside the building.
3. Complaints are to be submitted in writing on a "complaint report form" at the Manufacturer’s Sales Department or its authorized representative.
4. Provided of guarantee for the products of the Manufacturer and the consideration of complaints is the behavior of this warranty card, purchase invoice and settlement of all obligations of payment to Manufacturer.  
The Seller is obliged to verify the grounds for the reported complaint. Complaints reported in an incorrect way or after the expiry of the warranty period, as well as ungrounded complaints shall not be considered.
5. If the servicing team is called without justification, all the costs connected with their arrival shall be covered by the Buyer.
6. The Warranty applies to products made in accordance with the measurement range specified in the Manufacturer’s system catalogues.
7. If the Manufacturer’s products are mounted individually by the Buyer or by construction and renovation companies upon the Buyer’s order or by companies identified by the Manufacturer, the Buyer or the companies providing the service are fully liable for the mounting and construction work.
8. In accordance with the general terms and conditions of sales agreements, the Buyer is obliged to accept the products in terms of their quality and quantity as regards non-latent defects, which shall be confirmed by an acceptance report or a confirmation on the WZ document (inventory issue).  
The following discrepancies are considered to be defects: measurements, divisions, colours and all mechanical damage. If a product with non-latent defects is mounted it shall not be covered by the warranty.
9. Defects of the product occurring during the warranty period shall be removed within 21 days following the notice, while the time of defect removal may be extended if the repair makes it necessary to replace construction components of the products or for important objective reasons – e.g. weather-related.
10. A delay in resolving a complaint does not occur if the Manufacturer’s representative comes to the Buyer on a date which has been agreed upon to resolve the claim and cannot do so for reasons involving the Buyer. The period allowed for resolving the claim is extended by the period of time resulting from the delay. If it is impossible to resolve the claim for reasons involving the Buyer in two separate occasions, the Buyer shall be considered to have given up his/her warranty claims.
11. Warranty claims may be asserted only in the case of latent defects, i.e. ones which may become apparent only when our products is used, apart from: adjustment of window fittings (friction between the sash and the frame, weak sash pressure, air and water leakages etc.), maintenance of fittings, sections, varnish coatings, seals and non-standard components of profiles.
12. The Manufacturer is liable for the warranty up to the amount of the price of the purchased joinry. (without the mounting cost).  
The Manufacturer shall not be held liable for any other costs apart from the costs of defect removal.
13. Defects revealed during the warranty period resulting from failure to comply with rules regarding proper transport, storage, mounting, use and maintenance cause a loss of the warranty. The Warranty loses its validity in the case of improper repair or modification made by unauthorized persons, wrong maintenance, adjustment, wear of components. The warranty and the statutory warranty do not cover defects resulting from mechanical damage which occurred after the products had been accepted. The warranty does not cover steaming-up of profiles, glass contribution and pane inserts on the external side and inside the room and the “rainbow” phenomenon on glass glass contribution resulting from the interference of light waves, the so-called Newton’s rings.

14. The Buyer is obliged to perform activities defined in the “rules of use and maintenance of windows and balcony doors” by themselves. - all defects and damage resulting from failure to perform these activities shall lead to a loss of warranty. Adjustment is not included in warranty services.
15. All scratches and cracks on the surface of window sections and scratches and cracks on window glass contribution which are not revealed during the acceptance of our products on the day of the purchase, caused by external factors not connected with our manufacturing program and defects which are invisible after mounting and does not affect the usability of the product (e.g. scratches) – are not covered by the warranty.
16. The guarantee does not cover colour deviations (shade) of glass inserts and window profiles, which may occur especially when ordering additional windows after some time and are caused by changes in the same material and the constant progress in the manufacturing technology.
17. The guarantee does not cover damage occurred (directly or indirectly) as a result of external events such as: flooding, strong winds, fire, explosions, mining damage, landslip, etc.
18. The guarantee for sold goods does not exclude, limit or suspend the Buyer’s rights resulting from the incompatibility of the product with the contract.
19. The Manufacturer decides whether the faulty product should be repaired or replaced.
20. If the product’s defect cannot be removed or if its removal might reduce the quality of the product, the complaint may be settled by lowering the price of the product with the Buyer's consent.
21. Rules for the Use and Maintenance of Windows and Balcony Doors and the Installation Form are an integral part of the terms and conditions of the warranty.
22. This Guarantee has the character of a contract and the parties exclude other regulations by mutual agreement.

# Rules for the use of windows and balcony doors

## 1. Cleaning frames, sashes and glass panes

PVC surfaces are to be cleaned with a soft cloth or a sponge with a mild liquid cleaning agent, e.g. Ludwik, Cif, Window, etc., without an abrasive powder. It is not allowed to use aggressive chemical agents (e.g. solvents, diluents, etc.) apart from gasoline extract. Windows soiled with asphalt resin, wood impregnating agents, soot, shellac, etc. can be removed by special cleaning and maintenance agents, which can be bought at the TERMO PROFIL manufacturing plant.

Attempts to paint windows or doors are unacceptable – the Manufacturer shall not be held liable for the results. Glass panes should be cleaned with cleaning liquids and agents commonly used for this purpose.

## 2. Maintenance of fittings

Top quality materials and the precision of craftsmanship of WinHouse automobile Pilot fittings used in Termo Profil windows guarantee long-lasting, reliable operation and comfort of use.

In order to keep windows in the proper technical condition, periodic oiling (at least once a year) of the slide elements of the fittings and fixed elements in the frame is recommended (the agent is available at our company), protecting them against premature wear and guarantees smooth operation.

Motor lubricants and oils are not to be used. The cleaning agents used may not destroy anti-corrosion coating of the fitting. Fittings should be protected against soiling and painting.

## 3. Maintenance of window seals

It is recommended to provide maintenance to window seals at least twice a year by applying a rubber care agent (available from our company).

The agent protects the seal against freezing, “acid rain” and UV radiation.

## 4. Air inlets - should be kept clean.

### 1. Fittings Care Tips

Schematic diagram of the lubrication system

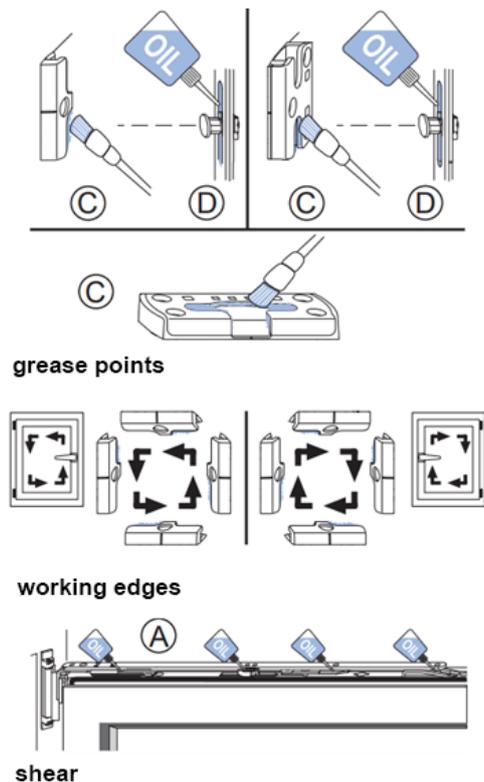
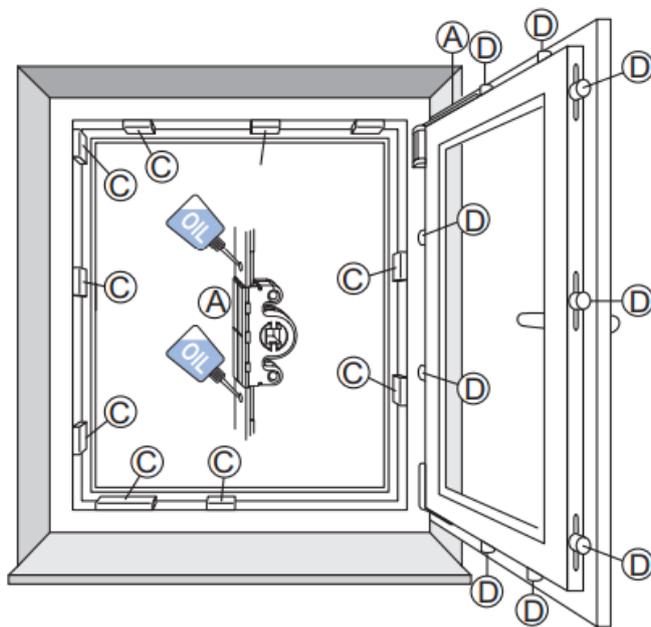


Figure 1 shows possible lubrication points that should be lubricated at least once per year.

Points A, C, D = points where lubrication is necessary for the proper functioning of the fitting.

See figure - **Grease points:**

In order to maintain the smooth operation of the fitting, the catches should be lubricated at least once a year with a special grease. - the catches (C) should be maintained on their working edges with a suitable grease - the working surfaces of the octagonal bolts (D) should be lubricated with oil free of resins and acids.

See figure - **Shear:**

The shear should be lubricated at least once a year in all places interacting with the shear arm using special fittings oil.

### FINAL REMARKS:

Failure to comply with the recommendations contained in these instructions leads to numerous faults, which prevent proper operation of the products - PVC windows and doors and results in a loss of the guarantee.