

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.
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 → **Partner Zone** → **Documents to download**. Please send the video as an e-mail to 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).

PRODUCTS UNDER GUARANTEE	GUARANTEE VALIDITY PERIOD
WINDOW, BALCONY WINDOW, BALCONY DOOR - PVC SYSTEMS	5 years
ENTRANCE DOORS, SLIDING DOORS - PVC SYSTEMS	
WINDOW, BALCONY WINDOW, BALCONY DOOR WITH ALUMINIUM THRESHOLD WINDOW AND DOOR WITH STUCK-ON MUNTIN BAR	2 years
GLAZING INSERT - AIRTIGHTNESS OF THE FIXATION excluding assemblies with ornamental, sandblasted, etched, tempered or enamelled glass	5 years
GLAZING INSERT 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	2 years
NON-RECTANGULAR JOINERY (circles, arcs, triangles, trapeziums, etc.).	2 years
GASKET (durability and resistance to weathering)	2 years
INTERNAL AND EXTERNAL COVERING SYSTEMS blinds, shutters, mosquito nets, pleats	2 years
GARAGE DOOR	2 years
OPTIONAL EQUIPMENT 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	2 years
JOINERY INSTALLATION carried out exclusively by the joinery Manufacturer	2 years

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 1m² 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