

GUARANTEE & WARRANTY CONDITIONS

GENERAL TERMS

1. These general guarantee and warranty conditions concern the Customer and the Manufacturer.
2. These terms and conditions of guarantee & warranty are not transferable to other companies or persons.
3. These general conditions will be used according to the common law especially Act dated 23rd April 1964 of Civil Law, Act dated 27th July 2002 about special conditions of sales, Act dated 29th August 1997 about personal data protection, Act dated 2nd March 2000 about consumers law protection and responsibility for harm caused by dangerous product.
4. The customers acknowledge that these general guarantee and warranty conditions are published on internet website www.drewexim.com. Placing the order is equal to accepting these conditions.
5. On the basis of agreements with Customers - traders, warranty for physical defects covers the Customer's right to reparation of the sold product or to delivery of products free from visible and documented defects only. All other rights based on the warranty law for physical defects are excluded on the basis of Article 558 of Civil Law (The choice of the method of removing the defect belongs to the Manufacturer).
6. The Manufacturer is released from the responsibility for warranty physical defects if the Customer knew about the defect at the time of purchase or at the time of signing the agreement, according to Article 557 of Civil Law.
7. The Manufacturer is not responsible for any physical defects that occurred after the goods had been handed over to the Customer at his risk, unless the defects were result of a different cause that had been present earlier.
8. The Manufacturer is obliged to repair or replace the faulty parts if the damage was caused by defects of materials or technological process and is exposed within the guarantee period. The responsibility of the Manufacturer involves reparation or replacement of the faulty goods only and does not include any responsibility for other losses, damages and harms which result from the damage in the goods.
9. The Customer obtains the rights covered by the guarantee after meeting all the terms of the agreement especially settling the full payment to the Manufacturer for all Customer's liabilities.
10. The Customer is obliged to examine the goods immediately after delivery. Especially the Customer is obliged to check the condition of the goods and the completeness of the order otherwise the guarantee for the condition and completeness is lost. The protocol showing the claim must be made at the presence of the Manufacturers' representative, haulier, shipping company or other company that delivered the goods.

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GUARANTEE TERMS

11. The Manufacturer covers the goods with 12 months guarantee starting from the day of sale or from the confirmed date of finalization of the order in case the Customer did not collect or paid for the goods in the agreed time (date of the actual end of manufacturing).
12. All products must be inspected and maintained at least once a year by the Manufacturer or its authorised representatives.
13. The inspection and maintenance service is chargeable and performed after receiving the written order from the Customer. The first service must be done before the end of the first year of the guarantee period otherwise the guarantee is lost. All next services extend the guarantee period for another year until the full guarantee period for the goods passes according to the table below unless the agreement between parties states otherwise.

PRODUCTS	ELEMENTS	YEARS
Wooden windows and balcony doors		
	construction	5
	hardware	5
	glass air tightness	5
	finish	
	- stain	3
	- paint	5
	aluminium cladding	5
	bronze cladding	5
Wooden doors		1
Aluminium windows and doors		1
Wooden cladding - finished		1
Wooden cladding - unfinished		0
Wooden/aluminium shutters		1
Handles		1
Other components		1

14. The inspection and maintenance service must include:
 - inspection and treatment of the paint finish,
 - inspection and treatment of the ironmongery,
 - inspection and treatment of the corner connections of the frames and silicone,
 - inspection and treatment of the rubber gaskets,
 - repair of the defects and replacement parts if required,
 - preparing the inspection and treatment report incl. information about all defects and repairs.
15. Inspection and treatment may be extended with repairs of the mechanical and other damages not caused by the manufacturer with extra charge.
16. The institutional customer is obliged to deliver the copies of the invoices for the annual inspections to the Manufacturer within 30 days from performing it. Individual customer is obliged to keep all the invoices confirming that the annual inspection and maintenance has been done together with the inspection and maintenance reports to present them to the Manufacturer in case of complain.
17. The Manufacturer is not responsible for leaving the goods protected with foil, adhesive tape or any other material that disturbs free airflow for longer than 48h. Before installation the windows must be stored in sheltered, dry and well ventilated place at least 10cm above the ground.
18. In case of wooden products especially made of softwood or painted dark colours it is possible for the resin to show up. It is not a defect but a natural process.
19. For approximately 3 months from treatment of the wood with water-soluble paint the surface may be reacting to the rainfall. During that time the “milky” spots may appear which disappear ones the surface dries. It is not a defect but a natural reaction of this type of paint.
20. Defects of the finish and glazing are accepted as defects if they are visible with an unaided eye from 1m distance with natural light. Other visible defects are not covered by the guarantee.
21. The Manufacturer ensures that glass and glazed units are manufactured according to the following norms: PN-EN 1279-1, PN-EN 12150-1, PN-EN 572-2, PN-EN 1096-1.
22. The Customer is obliged to inform the manufacturer about all specific geographical, weather or other conditions related with the order like seaside location, mountains, often and intense rain, snow, wind, sun, installation above 8m level (3rd floor), log construction of the building. In these cases the manufacturer will recommend the suitable products with the right specification. The Manufacturer is not responsible for wrong choice of product made by the Customer.
23. Drewexim’s products must not be a part of the construction of the building and must not carry any weight of it the construction of the building.
24. Guarantee and warranty does not include:
 - damages and defects caused by bad installation or repairs done by unauthorized persons,
 - mechanical, chemical and thermal damages or intentional breakage,
 - natural shades and differences in colour of the finish,
 - natural shades and differences in colour or structure of the wood,
 - fading of the anodized finish on the aluminium profiles,
 - defects of the finish on the parts of the goods that are not visible after installation,
 - differences of the glass, wood, finish, technology of orders placed on different dates,
 - products sold with special discount because of the defects,
 - damages caused by improper usage and maintenance,

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- damages and defects not claimed according to the above procedures,
- defects, shortages, order discrepancies which were visible at the delivery but not reported within 7 days from the delivery (in case of individual customer within 30 days),
- unpainted or not fully painted products, oiled, waxed, finished with coatings that are not recommended by the Manufacturer (that does not appear in manufacturers offer),
- products manufactured against Manufacturers' recommendations, products exceeding max or min recommended measurements,
- products that are not glazed or equipped with the full set of ironmongery,
- internal and external wooden cills, wooden drip rails, wooden insect screens,
- products to which there are fitted any other not Manufacturer's products i.e. shutters, roller blinds, elevation cladding, bars,
- products that are nor complete i.e. no sash, no frame,
- products that have not been inspected and maintained annually starting from the date of purchase or finalization of the agreement or if the customer is not able to present the required documents confirming the inspection and maintenance,
- products installed before all the "wet" works had been done i.e. plastering, doing the floors,
- products that moisture level increases 17% caused by bad conditions of storage before installation, doing the floors, plastering, insufficient ventilation,
- damages caused by not obeying the rules of proper ventilation and heating of the building also during the construction-renovation works or rules of proper usage like adjustment of the ironmongery,
- products modified incl. repainting, re-glazing, using new/other ironmongery than the one supplied originally, if the modifications were done outside the annual inspection and maintenance,
- products which are not suitable to the area or weather conditions on site or of the building.

25. The Manufacturer is not responsible for the lack of possibility of adjustment or maintenance caused by bad installation done by others.

COMPLAINTS

26. All damages, defects and maintenance service the Customer must report in writing at the Manufacturer's representative or in some cases directly at the Manufacturer.
27. The Customer is obliged to report the claims to the Manufacturer no longer than within 30 days from noticing the damage or defects.
28. The Manufacturer will investigate the claims under guarantee or warranty only if the following requirements are met by the Customer:
 - 1) The Customer provides the following documents:
 - a) purchase invoice,
 - b) documents confirming the annual maintenance service has been done.
 - 2) The claim must be legible and precise and include:
 - a) offer no.,
 - b) item no.,
 - c) detailed description of the failure, defect or damage,
 - d) pictures (inside, outside, detailed, elevation of the building, installation),
 - e) address of the Customer.
29. The Manufacturer is obliged to investigate the claims under guarantee or warranty within 21 working days starting from the date of raising the claim. In case of complicated claims the time for investigation is extended to 45 working days unless agreed otherwise. These dates are not valid in case the Customer is delayed with settling the payment to the Manufacturer. In this case the time for investigating the claim is held until the payment settled by the Customer and until then the Manufacturer is not obliged to investigate the claim.
30. The Manufacturer is obliged to finalize the accepted complaint in the shortest possible time. The repairs may be done directly by the Manufacturer or by the chosen third party.
31. The time to finalize the repair is held in case of obstacles caused by bad weather or atmospheric conditions which do not allow for proper repair.
32. Manufacturer may replace the claimed products with the new one free from defects if:
 - a) it is not possible to repair the defect,
 - b) after 2 repairs have been done the defects is still not removed or repaired and it does not allow for proper usage of the product.
33. Costs of repairs beyond the guarantee or warranty and costs of investigation of the claim in case there are no such claims is covered by the Customer.
34. The Manufacturer is not responsible for losses caused by the repairs of the claimed products. The Manufacturer does not cover the costs related to the repair or replacement of the claimed products such as: plastering, sealing, painting, scaffolding, labour, insurance and other costs, unless agreed otherwise.
35. The Manufacturer does not accept any receipts for losses related to the repair or replacement of the claimed products.
36. The Manufacturer is not responsible or liable for any injuries or losses whatsoever resulting from the use or inability to use Manufacturer's products.

TERMS OF DELIVERY

37. All the damages that could happen during transportation must be reported immediately to the manufacturer and must be reported in writing in the transport document (i.e. CMR) together with signing the confirmation of unloading. Transport claims will not be accepted without mentioned entry in the transport document.
38. The prices of the products do not include the costs of transportation or delivery. The Customer can be offered a chargeable delivery by the Manufacturer only after specifying the detailed delivery address and including the cost of the delivery in the purchase order.
39. Transportation services are performed by the chosen transportation companies and if not agreed otherwise the delivery will be performed on a 13m long truck. The Customer is obliged to ensure safe access to the specified address. If this access is not provided the unloading will take place in the nearest accessible place. The Manufacturer does not provide unloading services.
40. In case the collection of the goods is arranged by the Customer the transportation vehicle must allow for safe transportation of the goods in vertical position. The vehicle must be equipped with tarpaulin. The haulier must be equipped with safety belts and the vehicle must allow for the usage of the belts.
41. In case the collection of the goods is arranged by the Customer, the Manufacturer agrees with the Customer the exact date of the collection of the goods. In case the Customer fails to collect the goods on the agreed date the Manufacturer will set up a new available date no matter what the original confirmed date of production was.
42. The Manufacturer holds the right to change the confirmed date of production of the goods caused by reasons beyond Manufacturer's control.

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