



## GUARANTEE

### Vinyl siding Vifront, Fronto, Max-3

Place	Distributor's stamp and signature
Date of sale	

#### § 1. General provisions

1. Profile VOX spółka z ograniczoną odpowiedzialnością sp. k. with its registered office in Czerwonak, ul. Gdyńska 143, 62-004 Czerwonak, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań-Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0000210637, REGON 634591881, NIP 7772776017, BDO: 000002790, phone: 695 540 190, hereinafter referred to as "Guarantor", guarantees that its

#### **VINYL SIDING SYSTEM S/SV/SVP/SVPU-01/02/05/06 FACADE PANEL MAX-3 SXP/SXPU-05/06**

hereinafter collectively referred to as the "Product" is intended for finishing walls of buildings, and its detailed properties are specified in the relevant Declaration of Performance, available at [www.vox.pl](http://www.vox.pl), stating the suitability of the Product for use.

2. If and when defects have appeared in the Product within the period specified in §5 of the Guarantee from the date of Product purchase, the Guarantor will, at its discretion, repair the Product or replace the defective Product with a defect-free Product, or refund the entire price paid for the Product. If the Product is substantially repaired or replaced with a defect-free Product under this Guarantee, the Guarantee with respect to the replaced or repaired Product shall begin at the time the defect-free item is delivered to the Buyer or the repaired item is returned to the Buyer. If the Guarantor has replaced part of the item, the above shall apply accordingly to the replaced part. In other cases, the Guarantee period is extended by the Guarantor's period of performance, during which the Buyer could not use the Product. By returning the price, the Guarantor may require prior transfer of ownership of the Product by the Buyer to the Guarantor and release of the Product to the Guarantor.

3. This Guarantee does not exclude, limit or suspend Buyer's rights under the statutory warranty for defects of sold item (Article 5771 §2 of the Act of 23 April 1964 - Civil Code).

4. The Guarantee is granted in the territory of the countries indicated in § 5 a) Table 2 of the Guarantee.



## § 2. Transfer of rights under the guarantee

1. The person authorized under the Guarantee ("Guarantee Holder" or "Buyer") is the buyer who purchases the Product for the purpose of using it, excluding the buyer who purchases the Product as part of his own business for further resale.
2. In the event of a change of occupier of the property on which the Product is installed, the Guarantee shall pass to the new occupier of the property in accordance with the terms of this Guarantee, subject to the new occupier presenting this Guarantee (stamped and signed) to the Guarantor.

## § 3. Limitation of guarantor's liability

1. The Guarantor is not liable for defects - damage to the Product caused by external factors after the release of the Product to the Buyer (the Guarantor recommends insuring the Product covered by this Guarantee against the effects of external factors), in particular related to:
  - misuse of the Product or its improper storage and transportation before installation, or its storage and transport before installation, contrary to the instruction for assembly and use of the Product attached to the Product
  - installation inconsistent with the instructions for assembly and use of the Product supplied with the Product,
  - use of accessories not provided in the instructions for assembly and use of the Product,
  - impact of foreign objects exceeding the level specified in the Document referred to in §1.1,
  - fire, earthquake, flood, lightning, strong wind, hail, abnormally high or low air temperatures, or other events that could be classified as force majeure,
  - defects, faults or other damage to the building or the material on which the Product is installed caused in particular by factors such as movement, deformation, cracking or settlement of the wall, material or foundation of the building,
  - air pollution (including metal oxides or metal particles), mould, exposure to harmful chemical substances,
  - objects, plants, or structures in the vicinity of the Product resulting in uneven discoloration of the Product,
  - the effect of sunlight on the Product resulting in discoloration above grade 3 of the grey scale described in PN-EN 20105-A02:1996 standard (item 3 below).

This Guarantee does not apply to the Product to which the Buyer has applied any other, non-manufactured coating (e.g. paint, varnish, or plaster) or otherwise modified/changed it.

2. The Guarantor is liable only for defects caused by the Product due to Product properties.
3. The Guarantor is not liable for discoloration that exceeds the scale of permissible discoloration, i.e. grade 3 of the gray scale described in PN-EN 20105-A02:1996 standard. Discoloration is a natural aging process of each Product, depends on the geographical location of the place of using the Product and occurs at different times according to Table 1 contained in §5 a) of the Guarantee.
4. In the case of replacement of the Product or any of its components under this Guarantee, when the Product installed by the Buyer is no longer manufactured by the Guarantor or has been modified by the Guarantor, the Guarantor has the right to use the closest equivalent (in terms of type and technical parameters) of the originally installed Product.

## § 4. Obligations of the guarantee holder

1. The Guarantee Holder should notify the Guarantor of the identified defects of the Product immediately after discovering the defect justifying the claim under the Guarantee.





2. All claims under the Guarantee should be filed with the Guarantor through the seller from whom the Product was purchased.

3. A claim filed under the Guarantee should include: description of the defect, address where the Product was installed, contact details of the claimant (name, surname, address of residence, telephone number, e-mail address - if available) and, if possible, photograph documentation showing the defect. By providing an e-mail address, the Buyer agrees to receive from the Guarantor an e-mail response to the specified e-mail address, if the Guarantor responds to the claim in this form, and information related to the complaint procedure. When the Buyer submits a claim through the seller from whom the Product was purchased, the Buyer may be asked to provide other data, including personal data required in the complaint handling process.

4. Claims under the Guarantee shall be processed on condition that this document bearing the stamp and signature of the seller (distributor) is attached to the claim. Moreover, the claimant should specify the place where the Product was bought, name of the seller and date of sale of the Product.

5. The Guarantor shall inform in writing via e-mail or regular mail about the processing of the complaint no later than 14 days from the date of filing the claim, provided that the processing of the claim is possible on the basis of photographs of the Product defect supplied by the Buyer. The Guarantor reserves that processing the claim may require visual inspection of the Product at the place of installation (with respect to the installed Product), which involves the obligation of the Buyer to provide access to the property on which the Product covered by the Guarantee has been installed. In such a situation, the claim shall be considered within 14 days from the date of filing the claim and providing the Guarantor with access to the property where the Product has been installed, for the purpose of visual inspection. The Guarantor will, as soon as possible and not later than 14 days from the date of claim, contact the Buyer (by phone or e-mail) to set the date of inspection. The inspection shall be carried out by an authorized representative of the Guarantor. The Buyer shall provide the Guarantor with all information and documentation necessary to properly prepare and perform the inspection. As part of the inspection, the Guarantor is entitled to take a Product sample. In the case of an uninstalled Product, if it is not possible to consider the claim on the basis of photographs sent, or in case of inability to send them by the Guarantee Holder, the Guarantee Holder shall deliver a Product sample, at the expense of the Guarantor, to the address: Profile VOX sp. z o.o. sp. k., Dział Jakości (Quality Department), ul. Gdyńska 143, 62-004 Czerwonak. The Guarantor will contact the Buyer as soon as possible, no later than 14 days from the date of filing the claim (by phone or e-mail), in order to provide information about the inability to consider the claim on the basis of photographs sent and the need to provide the Guarantor with a Product sample. A Product sample should be delivered no later than within 7 days from receiving the above information from the Guarantor. In the case when the Guarantee Holder is unable to send photographs, the Guarantee Holder will provide a Product sample within 7 days from the date of claim under the Guarantee, without prior notification by the Guarantor of the need to provide a Product sample. In the above situations, the 14-day period for considering the claim under the Guarantee starts from the day on which the claim has been filed and the Guarantor has been provided with the Product sample.

6. In the case when the Buyer's claim has been recognized as valid, the Guarantor will perform its obligations specified in §1.2 of this Guarantee within 60 days from the date of provision to the Buyer of information about claim processing, specified in §4.5. At the same time the Guarantor reserves that due to the specificity of the production process, the above 60-day period for performing the obligations of the Guarantor may be extended by the time necessary for production and delivery of elements to replace or repair the Product, but it will not be longer than 80 days.

7. All replaced parts and components of the Product become the property of the Guarantor from the day of their replacement with other parts and components.

8. The Guarantor does not admit out-of-court complaint processing and claim pursuit.

9. In matters related to the Guarantee, the Guarantee Holder may contact the Guarantor by regular mail (mailing address of the Guarantor indicated in §1.1 of the Guarantee) or via e-mail (e-mail address: [reklamacje.profile@vox.pl](mailto:reklamacje.profile@vox.pl)).





## § 5. Schedule of guarantee cover

1. The Guarantee period is counted from the day of purchase of the Product by the Buyer, shown on the Guarantee document or another document plausibly confirming the purchase circumstance. The day of purchase is deemed to be the day on which the Product was issued to the Buyer.

2. Guarantee period is:

a) for retention of the Product color (up to and including grade 3 of the gray scale) - in accordance with Table No. 1.

The length of the Guarantee period, as specified in the table below, depends on the geographical location and the level of insolation of the place of Product installation (Table 2), and has been determined on the basis of tests conducted in accordance with the harmonized standard PN-EN 13245-2:2009/AC:2010.

Table No. 1

PERIOD	GROUP 1	GROUP 2	GROUP 3	GROUP 4
<b>Vinyl siding SVP/SVPU/SXP/SXPU-01/02/05/06 (Nature) - 4GJ</b>				
years	2	1,5	1	0,5
months	24	18	12	6
<b>Vinyl siding S/SV/SX-01/02/05/06 (Unicolor) - 8GJ</b>				
years	4	3	2	1,5
months	48	36	24	18

Table No. 2

<b>Group 1</b>	Belarus, Belgium, Czech Republic, Denmark, United Kingdom, Estonia, Finland, France (north of 45°N parallel), Germany, Ireland, Latvia, Lithuania, Luxembourg, Netherlands, New Zealand, Norway, Poland, Russia (Europe), Slovakia, Sweden, Ukraine (north of 47°N parallel)
<b>Group 2</b>	Austria, Bosnia, Bulgaria, France (south of 45°N parallel except Riviera), Hungary, Moldova, Romania, Serbia, Switzerland, Ukraine (south of the 47°N parallel)
<b>Group 3</b>	Canada, Croatia, France (Riviera), Greece, Israel, Italy, Macedonia, Monaco, Montenegro, Spain, Turkey, United States
<b>Group 4</b>	Algeria, Australia, Brazil, Egypt, India, Kenya, Libya, Morocco, Sri Lanka

b) in the remaining scope (lack of other properties of the Product covered by the Guarantee) - 30 years, with the reservation that the Guarantor will return the Product price paid by the Buyer only in the case of the Product, which was bought by the first Guarantee Holder no more than 3 years earlier.





## Privacy notice

1. Your data controller is Profile VOX spółka z ograniczoną odpowiedzialnością sp. k. of Czerwonak, whose registered office address is at ul. Gdyńska 143, 62-004 Czerwonak, and which is registered in the Register of Businesses of the National Court Register (KRS) at the District Court for Poznań Nowe Miasto and Wilda in Poznań, 8<sup>th</sup> Commercial Division of the National Court Register, under KRS number: 0000210637, REGON: 634591881, NIP: 7772776017, BDO: 000002790 (hereinafter, the "Controller").

2. The Controller has designated a data protection officer to ensure that personal data are processed correctly. The data protection officer may be contacted:

- by a letter sent to: Profile VOX sp. z o.o. sp. k., ul. Gdyńska 143, 62-004 Czerwonak; or
- by an e-mail sent to: [iod@vox.pl](mailto:iod@vox.pl)

3. The Controller will process personal data when considering and acting on guarantee claims (Article 6(1b) GDPR) and in exercising or defending legal claims (Article 6(1f) GDPR).

4. Your personal data will be processed for as long as is necessary to achieve the objectives for which they were collected, but for no longer than 6 years after any expiration or termination of our agreement.

5. Your personal data can be disclosed to:

- other member companies of the VOX Group;
- our trusted subcontractors, including, without limitation, providers and operators of selected computer information systems and solutions (hosting, computer information system development and maintenance, websites, etc.) or providers of product inspection or product repair providers;
- providers of accounting and tax services;
- providers of courier and postal services;
- debt collection agencies and law firms.

6. The personal data processed by Profile VOX sp. z o.o. sp. k. may be transferred outside the European Economic Area (EEA), namely:

- to the USA, based on standard data protection clauses adopted by the Commission in accordance with the relevant examination procedure;
- to Belarus, based on standard data protection clauses adopted by the Commission in accordance with the relevant examination procedure.

7. The data subjects whose personal data are processed by Profile VOX sp. z o.o. sp. k. have the following rights:

- the right to access their personal data;
- the right to rectify their personal data;
- the right to erase their personal data or to have their processing limited;
- the right to object to data processing;
- the right to lodge a complaint with a supervisory authority. In Poland, this is the President of the Personal Data Protection Office (*Prezes Urzędu Ochrony Danych Osobowych*).

8. Our data processing operations do not involve automated decision-making, including profiling.

9. Providing personal data is necessary for us to enter into an agreement and perform it.

