



## WARRANTY

### SOLID SYSTEM

|              |                                   |
|--------------|-----------------------------------|
| Place        | Distributor's stamp and signature |
| Date of sale |                                   |

#### § 1. General Provisions

1. Profile VOX spółka z ograniczoną odpowiedzialnością sp. k., with a registered seat in Czerwonak at ul. Gdyńska 143, 62-004 Czerwonak, entered into the register of entrepreneurs of the National Court Register, maintained by the District Court Poznań-Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, under the KRS number 0000210637, REGON 634591881, NIP 7772776017, BDO: 000002790, tel. 695 540 190, hereinafter referred to as "the Warrantor", warrants that the following products

#### **SOLID SYSTEM STONE SS.P/ BRICK SB.P/ SANDSTONE SSA.P/ CLINKER SC.P WITH ACCESSORIES**

hereinafter jointly referred to as "the Product", are intended for finishing of building walls, and their detailed properties are specified in an appropriate National Technical Assessment and National Declaration of Performance available on the website [www.vox.pl](http://www.vox.pl), which certifies suitability of the Product.

2. In the event of physical defects in the Product, occurring within the period specified in § 5 of the Warranty, after purchase date of a given Product, the Warrantor shall, at its own discretion, repair the Product or replace a defective Product / it's part for a Product / it's part free from defects, or return the entire amount paid for the Product. In the case of a material repair or a replacement of the Product into a Product free from defects, under this Warranty, the period of the Warranty related to the replaced or repaired Product shall run anew from the moment when the Purchaser receives a thing being free from defects or when the repaired thing is returned. If the Warrantor replaced part of the thing, the above shall apply accordingly to the replaced thing. In other cases, the Warranty period is extended by the period of the Guarantor's performance during which the Purchaser could not use the Product. When returning the price, the Guarantor may require the Purchaser to first transfer the ownership of the Product to the Guarantor and release the Product to the Guarantor.

3. This Warranty shall not exclude, limit or suspend the rights of the Purchaser arising from the provisions on the statutory warranty for defects in a sold thing (Article 577<sup>1</sup> § 2 of the 23 April 1964 Civil Code).

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

#### § 2. Transfer of Warranty rights

1. The person entitled under the Warranty is the buyer who purchases the Product in order to use it, with the exception of the buyer who purchases the Product as part of his own business for resale ("Guarantee Holder" or "Purchaser").

2. In the event of change of the party entitled to use the immovable property where the Product is installed, the Warranty shall be transferred to the new party entitled to use the immovable property, in accordance with the provisions hereof, provided the new party entitled to use the immovable property provides the Warrantor with this Warranty (stamped and signed).



Poznań, 27.06.2022

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### § 3. Limitation of Warrantor's Liability

1. The Warrantor shall not be liable for physical defects or damage to the Product resulting from external factors that occurred after the Product was delivered to the Purchaser (the Warrantor recommends to insure the Product subject to this Warranty against the effects of external factors), in particular related to:

- use of the Product contrary to its purpose or improper storage and transport prior to installation,
- installation contrary to the Product installation and use manual,
- use of accessories not provided for in the Product installation and use manual,
- impact of foreign bodies which exceeds the level specified in the Document mentioned in § 1 section 1,
- fire, earthquake, flooding, lightning, strong wind, hail, effects of abnormally high or low air temperatures or other occurrences that may be classified as force majeure,
- faults, defects or other damage to the building of material where the Product is installed, caused in particular by movement, deformations, fractures or subsidence of walls, materials or foundations of the building.
- air pollution (including metal oxides or metal particles), mold, exposure to harmful chemicals,
- the location of objects, plants or buildings in the vicinity of the Product, resulting in an uneven discoloration of the Product,
- direct contact with the Product of objects, plants or building structures, resulting in uneven discoloration of the Product,
- the impact of sunlight on the Product resulting in discoloration above the 3rd degree of the gray scale contained in the PN-EN 20105-A02: 1996 standard (section 3 below).

2. This Warranty shall not apply to any Product covered by the Purchaser with any other improvised coating (e.g. paint, varnish or plaster), or otherwise modified/changed.

3. The Warrantor shall be only liable for defects resulting from reasons attributable to the Product.

4. The Warrantor shall not be liable for discoloration which exceed the range of allowable discolorations, i.e. the 3rd degree of the gray scale, described in the PN-EN 20105-A02: 1996 standard. Discoloration is the natural aging process of each Product, it depends on the geographical location of the place of use of the Product and takes place at different times in accordance with Table No. 1 contained in § 5 section 2 point a) of the Warranty.

5. In the event the Product or any element thereof is replaced under this Warranty, where the Product installed by the Purchaser is no longer manufactured or has been modified by the Warrantor, the Warrantor may apply elements which are closest equivalents (in terms of type) to the Product originally installed.

### § 4. Obligations of the Warranty Holder

1. The Warranty Holder should notify the Warrantor of the detected physical defects of the Product immediately after detecting a defect being ground for a claim under the Warranty.

2. Any claims made under the Warranty shall be lodged to the Warrantor through the seller from which the Product was purchased.

3. A claim made under the Warranty should include: description of defect, address of Product installation site, claimant's contact details (full name, address, phone number, e-mail address – if applicable) and photographs proving the defect. By providing an e-mail address, the Purchaser agrees to receive an e-mail response from the Guarantor to the e-mail address provided, if the Guarantor responds to the claim in this form, and information related to the course of the complaint procedure. When the Purchaser submits a claim through the seller from whom the Product was purchased, the Purchaser may also be asked to provide other data, including personal data required in the complaint handling process.

4. A claim made under the Warranty may be considered if it is submitted together with this document bearing the stamp and signature of the seller (distributor) of the Product, including the name of the seller as well as the place and date when the Product was sold.

5. The Warrantor shall provide, by e-mail or in writing, the information on the manner of considering the claim no later than 14 days of the date when the Warrantor received the claim, provided that the consideration of the claim is possible on the basis of the photos of the Product defect provided by the Purchaser.

The Warrantor stipulates that the consideration of the claim may require inspection of the Product on site (in relation to the Product installed), which implies the Purchaser's obligation to make available the immovable property where the Product covered by this Warranty is installed. In such a situation, the claim will be considered within 14 days from the date the claim is submitted and the real estate on which the Product is installed is made available to the Warrantor for inspection. The Warrantor will contact the Purchaser (by phone or via e-mail) as soon as possible, not later than 14 days from the date of filing the claim, in order to arrange the date of the inspection.





The inspection shall be performed by an authorized representative of the Warrantor. The Purchaser shall provide the Warrantor with all information and documents necessary for proper preparation and performance of the inspection. As part of the inspection, the Warrantor is entitled to take a sample of the Product.

With regard to the unassembled Product, if it is not possible to consider the claim on the basis of the photos sent or if it is not possible to send them by the person entitled under the warranty, the person entitled under the guarantee will provide a sample of the product at the expense of the Warrantor, to the following address: Profile VOX sp.z o.o. sp. k., Quality Department, ul. Gdynska 143, 62-004 Czerwonak. The Warrantor will contact the Purchaser (by phone or via e-mail) as soon as possible, not later than 14 days from the date of filing the claim, in order to provide information about the impossibility of considering the claim on the basis of the photos sent and the need to provide the Warrantor with a sample of the Product. Delivery of the Product sample should take place no later than within 7 days from the date of receipt of the above information from the Warrantor. If the person entitled under the warranty is unable to send the photos, the person entitled to the warranty will provide a sample of the product within 7 days from the date of filing a claim under the warranty without prior notification by the Warrantor about the need to provide a sample of the product. In the above-mentioned situations, the 14-day period for considering the claim under the Warranty starts to run from the date the claim is submitted and the Product sample is delivered to the Warrantor.

6. Where the Purchaser's claim is deemed justified, the Warrantor shall perform its obligations specified in §1 hereof within 60 days of the date when the Purchaser was provided with the information on the manner of considering the claim, specified in subclause 5. At the same time, the Warrantor stipulates that, due to the specific nature of the manufacturing process, the aforesaid period of 60 days may be extended by a time necessary to produce and deliver the elements necessary to replace the Product, but no longer than up to 80 days.

7. All parts and elements of the Product replaced hereunder shall become the Warrantor's property upon the day when they are replaced with other parts and elements.

8. The Warrantor does not consent to out-of-court settlement of disputes with the Purchaser.

9. In matters related to the Guarantee, the person entitled under the Warranty may contact the Warrantor by post (the Warrantor's service address indicated in § 1 section 1 of the Warranty) or via e-mail (e-mail address: [reklamacje.profile@vox.pl](mailto:reklamacje.profile@vox.pl)).

## § 5. Warranty coverage schedule

1. The warranty period is counted from the date of purchase of the Product by the Buyer, indicated on the warranty document or other document proving the fact of purchase. The date of purchase is the date the Product is released to the Buyer.
2. The warranty period is:
  - a) to maintain the color of the Product (up to and including gray scale 3) - in accordance with Table 1.

The length of the Warranty period, included in the table below, depends on the geographical location and the level of sunlight of the Product installation site (see: Table 2) and it was determined on the basis of tests carried out in accordance with the harmonized standard PN-EN 13245-2: 2009 / AC: 2010.

Table No. 1

| SYSTEM SOLID 6,2GJ |         |         |         |         |
|--------------------|---------|---------|---------|---------|
|                    | Group 1 | Group 2 | Group 3 | Group 4 |
| years              | 3       | 2       | 2       | 1,5     |
| months             | 36      | 24      | 24      | 18      |





Table No. 2

|                |   |
|----------------|---|
| <b>Group 1</b> | Belarus, Belgium, Czech Republic, Denmark, England, 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) for the remainder (no other properties of the Product covered by the Warranty) - 30 years, with the proviso that the Guarantor's service consisting in returning the Product price paid by the Buyer applies only to the Product, the purchase of which, by the first person entitled under the Warranty, has not exceeded 3 years.

### 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 th 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.

