

GUARANTEE



LINERIO SLAT PANELS

Place	
Date of sale	Distributor's stamp and signature

§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, KRS 0000210637, REGON 634591881, NIP 7772776017, BDO: 000002790, hereinafter referred to as the "Guarantor", guarantees that its LINERIO slat panels, hereinafter collectively referred to as the "Product", are intended for the finishing of internal walls of buildings, and their detailed properties are specified in the relevant Declaration of Performance No. LAM/1/2020, available at www.vox.pl, stating the suitability of the Product for use.
2. If and when a defect has appeared in the Product within 2 (two) years from the date of Product purchase by the first Buyer, the Guarantor will, at its discretion, repair the Product, replace the defective Product with a defect-free Product or refund the entire price paid for the Product. In the event of a significant repair or replacement of the Product with a defect-free Product under this Guarantee, the guarantee period 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. When 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. In the case of replacement of the Product or any of its parts under this Guarantee, when the Product installed by the Buyer is no longer manufactured or has been modified, the Guarantor has the right to use the closest equivalents (in terms of type and technical parameters) of the originally installed Product.
4. This Guarantee does not exclude, limit or suspend Buyer's rights under the Warranty for defects of sold goods (Article 5771 §2 of the Act of 23 April 1964 - Civil Code).

§2. Assignment 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. Whenever "days" is mentioned in the Guarantee, this should be understood to mean working days, excluding Saturdays.

3. The purchase date is the date on which the Buyer pays the price of the Product to the seller/distributor and the Product is delivered to the Buyer. In the case of separation of these actions in time, the day of purchase is the day of delivery of the Product to the Buyer.
4. In the case of a change of the person authorized to use the Product, the Guarantee passes to the new person authorized to use the Product, in accordance with the terms of this Guarantee, provided that the new person authorized to use the Product presents to the Guarantor the documentation specified in §4.3 of this Guarantee.

§3. Limitation of the Guarantor's liability

1. The Guarantor is not liable for defects - damage or destruction of the Product resulting from 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, i.e. storing, keeping or transporting the Product in an upright position, whereby it is allowed to display the Product in an upright position with the use of dedicated displays, storing, keeping or transporting the Product with exposure to external factors (in particular direct exposure to sunlight or temperature exceeding 60 degrees C) or near a fire source, stacking more than 11 packages with S-line or M-line panels on top of each other, stacking more than 6 packages with L-line panels on top of each other,
 - installation inconsistent with the instructions and recommended use of the Product, available on www.vox.pl, and attached to the Product,
 - use of accessories not provided in the instructions for installation and use of the Product attached to the Product,
 - impact of foreign objects,
 - fire, earthquake, flood, lightning, strong wind, hail, abnormally high or low air temperatures or other events that can 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 building foundation,
 - failure to comply with the instructions for cleaning and care contained in the instructions for installation and use of the Product,
 - discoloration caused by: air pollution (including metal oxides or metal particles), mould, exposure to harmful chemicals.

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

2. The Guarantor is liable only for defects caused by the inherent properties of the Product.
3. This Guarantee is not limited territorially.

§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 (notification of claim). All claims under the Guarantee should be made in writing (and sent to the registered address indicated in the text of the Guarantee) or through the vendor from whom the Product was purchased.
2. 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, telephone number, e-mail address - if available) and, if possible, photograph(s) documenting the defect. By providing the e-mail address, the Buyer agrees to receive a reply from the Guarantor electronically to the e-mail address provided, also in the event that the Buyer submits a claim in writing. In the case of filing a claim by the Buyer through the vendor from whom the Product

was purchased, the Buyer may also be asked to provide other data, including personal data required in the complaint handling process.

3. Claims under the Guarantee will be processed on condition that they are accompanied by proof of Product purchase.
4. The Guarantor will inform the Claimant in writing by e-mail or snail mail about the method applied to process the claim no later than 14 days from the date of filing the claim (in the case of information provided by snail mail, the deadline is calculated from the date of service of the letter to the Guarantor – the date of postmark), if processing 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, which involves the obligation of the Buyer to provide access to the property where the Product covered by the Guarantee is installed. In this case, 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 performed 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. The Buyer's refusal to make the property available for the visual inspection of the Product and its actual nonavailability until the expiry of the 14-day period from the date of filing the claim, shall result in disregarding the claim under the Guarantee. The Buyer's refusal to make the property available for the inspection of the Product shall be deemed to be tantamount to the Buyer's failure to respond to the Guarantor's attempt to contact the Buyer to arrange an inspection date, until the expiry of the 14-day period from the date of making the claim. If the Buyer does not provide contact details (phone number or e-mail address) in the claim notification, the 14-day period for processing the claim starts from the date when the Buyer provides them and makes the property where the Product has been installed available to the Guarantor for inspection, unless it is possible to recognize the claim on the basis of photographs of the Product defect or a Product / Product sample supplied by the Buyer and respond to the Buyer on the basis of the Customer's personal data made available to the Guarantor. As part of the visual inspection, the Guarantor is entitled to take a Product sample or the entire Product. In the case of an uninstalled Product, the Guarantee Holder may deliver the Product / 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. Delivery of the Product should take place not later than within 7 days from the date of making the claim under the Guarantee. In the case when the Product / Product sample is delivered by the Buyer for inspection, the 14-day period for considering the claim under the Guarantee starts from the day on which the claim has been filed and the Product / Product sample has been delivered to the Guarantor.
5. 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 14 days from the day on which the Buyer was provided with information about the way in which the claim will be considered specified in §4(4). At the same time the Guarantor reserves that due to the specificity of the production process, the above 14-day period for performing the Guarantor's obligations may be extended by the time necessary for production and delivery of elements necessary for replacement or repair of the Product, but not longer than 60 days.
6. All parts and components of the Product replaced under the Guarantee become the property of the Guarantor on the day of their replacement with other parts and components.

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, 8th 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. Gdynska 143, 62-004 Czerwonak; or
 - by an e-mail sent to: 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.);
 - 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:
 1. the right to access their personal data;
 2. the right to rectify their personal data;
 3. the right to erase their personal data or to have their processing limited;
 4. the right to object to data processing;
 5. 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.