

## WARRANTY TERMS FOR STARCUS AUTOMATION

Dear Readers!

Thank you for your trust and purchase of KRISPOL brand products. We use our best efforts to ensure that they are manufactured according to the highest standards. If, despite the above, there are causes for reservations, please proceed according to the following warranty terms.

In order to continuously improve our offer, we encourage you to share your remarks concerning the KRISPOL product range. For that purpose we put the inbox: [produkty@krispol.pl](mailto:produkty@krispol.pl) at your disposal. We await your suggestions and comments.

### I. DEFINITIONS

In the contents of these Warranty Terms for KRISPOL Brand Product for the Home the following terms shall have the meanings specified below:

- 1. KRISPOL** – KRISPOL limited liability company with a registered office in Psary Małe, entered into the Entrepreneurs' Registry of the National Court Register under the KRS number 0000159144.
- 2. User** – the final purchaser of KRISPOL products.
- 3. Seller** – an entrepreneur operating in Poland or beyond its borders, selling products offered by KRISPOL as part of the operated business enterprise, cooperating directly with KRISPOL.
- 4. KRISPOL Products** – STARCUS brand products in the form of gate, grille and roller blind automation – manufactured by and featured in the KRISPOL offer.
- 5. Operating Instructions** – a document attached to a KRISPOL product containing guidelines for proper use, a Warranty Sheet and Report Booklet.
- 6. Warranty Sheet** – a document which, together with the proof of purchase issued by the Seller, constitutes a basis for granting and executing the manufacturer's warranty for KRISPOL products.

### II. PERIOD AND OBJECT OF WARRANTY

- 1.** KRISPOL grants a warranty for the proper functioning of Krispol products for a period of 2 (two) years from the product's sales date visible on the proof of purchase (invoice or receipt), however for no more than 2,5 (two and a half) years from the manufacturing date stated on the identification plate on the Krispol product on the condition of fulfilling the obligation described in point III.1.
- 2.** This warranty covers automation for garage doors, windows, doors and roller blinds manufactured by KRISPOL under the STARCUS brand name.

### III. OBLIGATIONS OF THE USER

- 1.** If the product performs more than five cycles per day (one cycle being the opening and closing of a garage door / roller blind), the User is obliged to subject the purchased Krispol automation mechanisms to a technical inspection at least once every 6 months.
- 2.** A technical inspection consists of a detailed visual inspection of the KRISPOL Product and filling out the Report Booklet contained in the Operating Instructions, which the person performing an inspection confirms with a stamp and signature.
- 3.** Costs associated with the performance of periodic technical inspections, as well as costs arising from the natural wear of KRISPOL products are covered entirely by the User. The Seller shall in each instance issue an invoice for performed services.

### IV. REPORTING CLAIMS AND PERFORMANCE OF WARRANTY SERVICES

- 1.** The Warranty is performed through the Seller from whom the User purchased KRISPOL products.
- 2.** Any faults discovered during the warranty period, which are covered by the warranty, must be reported in writing no later than within 7 days from their occurrence to the Seller, who then forwards the warranty claim to KRISPOL and intermediates in its handling.
- 3.** A warranty claim concerning KRISPOL products is valid only with a proof of purchase, invoice/s for inspection/s, correctly filled out warranty sheet and report booklet from the Operating Instructions.
- 4.** The User is obliged to enable the Seller the collection of data necessary to carry out the warranty process and ensure access to the product covered by the Warranty.
- 5.** In the event of KRISPOL's acceptance of the warranty claim, the Buyer is entitled to free of charge, timely (no longer than 30 working days) and thorough removal of the fault in one of the following forms:
  - a.** repair of the KRISPOL product,
  - b.** replacement of the KRISPOL product for one free of faults, if repair of the fault is impossible.
- 6.** The method and form of handling the warranty claim is chosen by KRISPOL. Elements replaced in the course of a warranty repair of a KRISPOL product become the property of KRISPOL.
- 7.** In the event of acceptance of a warranty claim, the warranty period is subject to extension by the time in which the Buyer was unable to use the KRISPOL product from submission of the claim to restoration of the KRISPOL product's functionality.

8. The warranty on replaced and repaired materials, if the repair was significant, is started anew.
9. Information regarding admissible quality deviations of the surface and their criteria of assessment is specified by the KRISPOL factory standard.

#### **V. EXCLUSIONS AND RESERVATIONS**

1. The Warranty outside the manufacturer's country covers only products sold by KRISPOL with the intention for the market of a given country and is performed exclusively through the Seller from which the User has purchased the KRISPOL product. In the event of discontinuation of business activity by the Seller who introduced the KRISPOL product on the given country's market, the Warranty becomes void.
2. The obligation of warranty services encompasses only KRISPOL products installed within the territory north of the 44°N circle of latitude, subject to pt. 1.
3. Installation of KRISPOL products and their technical inspections must be performed by specialized, trained and qualified installation crews approved by KRISPOL. A list of Sellers (Partners) cooperating with KRISPOL can be found on [www.krispol.eu](http://www.krispol.eu).
4. This Warranty does not apply in the event of:
  - a. improper selection of the KRISPOL Product to the conditions of its use or construction type,
  - b. interference in the product's structure,
  - c. removal of Krispol markings and identification plates,
  - d. faulty installation or repair and their results; improper transport,
  - e. use of non-original replacement parts,
  - f. installation of the KRISPOL Product at a distance closer than 500 m from the sea shoreline,
  - g. appearance on zinc coated elements of tarnish consisting primarily of zinc oxide or hydroxide, occurring as a result of storage or use in conditions of long term moisture,
  - h. natural wear and tear due to material functions or properties, e.g. fuses, batteries, seals, springs, guide rollers, lines, steel wires, damage to varnish coatings, hangers of roller gates or roller blinds, light bulbs, rechargeable batteries, etc.,
  - i. mechanical damage as a result of, among other things, impact, falling over, cracks during installation or use,
  - j. effects of improper installation or improper use of KRISPOL products,
  - k. thermal damage of glass or natural faults of glass in line with the glass manufacturer's factory standards,
  - l. damage caused by extreme natural phenomena, contact with aggressive environments or effects of external factors, such as salts, alkalis, acids,
  - m. damage resulting from improper maintenance of the Krispol product and not following the Operating Instructions,
  - n. exposure of the product to the effects of temperatures lower than -25°C and higher than +55°C,
  - o. interference in the operation of the control device caused by strong electromagnetic fields originating from other devices,
  - p. failure to maintain the appropriate cleanliness of the Krispol product.
5. Warranty entitlements do not encompass the User's right to demand compensation of any profits lost in connection with malfunction of the KRISPOL product.
6. The Warranty does not encompass the manufacturer's liability for any damage incurred by the User, trade losses and other indirect and consequential losses resulting from the product's defect.
7. Costs incurred by KRISPOL due to performance of warranty services shall not exceed the product's value. Otherwise, KRISPOL has the right to refuse performance of warranty services.

**Psary Małe, 02.07.2019.**