

WARRANTY

1. The Manufacturer provides the Distributor with a one-year warranty for the Products, counting from the date of their delivery, during which the Manufacturer shall be responsible to the Distributor in case the sold item has a defect reducing its value or usefulness, or if the item does not have the properties assured to the Distributor by the Manufacturer, or if the item was delivered to the Distributor incomplete.
2. The Manufacturer provides a voluntary, additional, one-year warranty for the electronic and electromechanical components, such as: motor, control panel, remote controls, inertial brake, switches and for the paint coating of the components such as: boxes, sides, guides.
3. In the case of Products that have been assembled or installed and put into operation, the liability of the Manufacturer shall be conditional on the Products being assembled in a manner consistent with the guidelines contained in the installation manual and the Product being used in accordance with the guidelines contained in the operation manual.
4. The Manufacturer shall provide the installation manual and the operation manual in paper form with each delivered Product.
5. The Manufacturer shall not be held liable for standard wear and tear of the product as stated in the Operation Manual.
6. The Manufacturer shall not be held liable for defects resulting from mechanical damage to the Product caused by incorrect operation, including lack of proper maintenance of the Product.
7. The Manufacturer shall not be held liable for any physical defects of the Product resulting from incorrect installation, use or commissioning of the Product contrary to the installation manual.
8. The Manufacturer shall not be held liable for any physical defects resulting from improper storage of the Product by the Distributor or any third party, unauthorised modifications and alterations or repairs made by the Distributor or any third party.
9. A warranty claim shall be recognised on the basis of a notification of Product defect.
10. The notification of Product defect shall be made by means of a complaint drawn up by the Distributor in electronic form without delay, but no later than within one month from the date of discovery of the defect. At a minimum, the complaint shall include:
 - 1) description of the defects and faults found and the circumstances under which they occurred;
 - 2) photographs or audio-visual files depicting the defective Product, which show the defect found as far as possible;
 - 3) location of the Product, description of its use indicating the method of installation and the entity responsible for the installation;
 - 4) indication of the expected manner of resolving the complaint (repair, replacement, price reduction).

11. If a defect in the Product is discovered, the user must stop using the Product in order to secure the defect. The Manufacturer shall not be held liable for any damage caused by further use of the Product despite the discovery of a physical defect.
12. The Manufacturer shall handle the complaint immediately, no later than within 10 days.
13. The Manufacturer shall immediately notify the Distributor whether the complaint has been accepted or rejected, and in the case of rejection of the complaint – shall indicate the reasons for such decision.
14. If the complaint is accepted, the Manufacturer shall provide the Distributor with Products or parts thereof free from defects on its own expense as soon as possible.
15. The complaint is resolved by replacing the Product or its part with one free from defects or by repairing the Product or reducing the price. The decision regarding the method of resolving the complaint lies with the Manufacturer.
16. If it is necessary to repair the Product, the Distributor shall, at the request of the Manufacturer, dismantle the Product or the part thereof subject to the complaint and send the Product or the part thereof at the expense of the Manufacturer to the Manufacturer's registered office or to another location indicated by the Manufacturer. After the Product has been repaired, the Manufacturer shall return the Product to the Distributor, who shall reinstall it.
17. As of the date of Delivery of the repaired Product or part thereof, the warranty with respect to that Product or its repaired part shall run anew.
18. In the case of a second complaint regarding the same Product or part, the complaint, if accepted, may only be resolved by replacing the Product or its part with a new one.
19. The liability of the Manufacturer for the costs of dismantling and reinstallation of the Product due to the need to deliver it to the Manufacturer shall be limited to the value of the Product or its part subject to the complaint. If the expected cost of installation and dismantling exceeds the value of the Product or its parts, the Distributor shall notify the Manufacturer, who may change the method of resolving the complaint and replace the Product with a new one.
20. Complaints related to defects that are not hidden or quantity defects must be made by the Distributor upon Delivery or receipt of the Products, no later than 7 days after the date of Delivery. If no claim in this regard is made, the Products shall be deemed to have been delivered or received as non-defective and complete.
21. The Manufacturer may offer, with respect to selected Products or parts thereof, a paid additional warranty service for a period of one or two additional years after the end of the basic warranty period.
22. In the case referred to in paragraph 20, the Distributor shall be required to offer the possibility of paid warranty extension to its end customers.
23. In warranty proceedings, the Distributor is not a representative of the Manufacturer and is not authorised to make declarations of intent on behalf of the Manufacturer or to accept any payments.
24. The Distributor is liable as a guarantor to the end customer under the warranty and consumer protection laws in force within the Territory.