



# GUARANTEE CONDITIONS



Congratulations on your purchase and thank you for your trust!  
We strive to provide our products with the highest quality.  
We hope that they will serve you for many years.

- 1) This guarantee is provided by Okpol Sp. z o. o. (hereinafter referred to as "OKPOL") with its registered office in (49-318) Skarbimierz – Osiedle ul. Topolowa 24, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Opole, VIII Department of the National Court Register under number 0000269243, NIP 7471801677, REGON: 160107283.
- 2) The entity entitled under this guarantee (hereinafter referred to as the "guarantee") is an entity that is a natural person, legal person or organizational unit without legal personality (hereinafter referred to as "User") and at the same time not being an entity dealing in the further resale of products (hereinafter referred to as "Distributors"), or installation (hereinafter "Installers") as part of their business.
- 3) OKPOL provides the User with guarantees only for products purchased and used in the territory of Poland. Possible other areas of purchase and use of Products covered by the guarantee require separate written agreements in this respect.
- 4) The guarantee is granted for a particular product (hereinafter referred to as the "Product"), for the appropriate guarantee period (hereinafter referred to as the "guarantee period").

<b>Table 1 – Subject of guarantee:</b>	<b>Period - validity of the guarantee:</b>
Tempered glass in glazing units of OKPOL products in terms of hail damage and safety parameters - defragmentation, mechanical strength.	Indefinitely
Glazing units only in terms of loss of tightness by the glazing units. By tightness is understood that there is no phenomenon of steam evaporation (under normal atmospheric conditions), inside the glazing unit (on the inner surfaces of the glass) - counted from the date of manufacture of the glass placed on the spacer. For ceramic enamel in glazing units for mechanical strength of enamel	5 years
OKPOL roof windows with flashing kits excluding glazing units, sealing wedges.	10 years
OKPOL windows for flat roofs excluding glazing units	10 years
PGD distance stand (150mm)	10 years
L-shaped windows with PVC joinery - in terms of color stability and statics (applies only to standard models and sizes from OKPOL price lists	10 years
L-shaped windows with PVC joinery - applies to fittings	2 years
OKPOL roof windows of the STANDARD type, together with flashing kits of the STANDARD type, excluding glazing units	2 years
OKPOL skylights of VERSA brand with sealing flashing kits for communication in domestic and commercial locations in attics with room temperature $\geq 16^{\circ}\text{C}$	10 years
OKPOL skylights of VERSA brand with sealing flashing kits for communication in domestic and commercial locations in non-residential and unheated attics	2 years
OKPOL internal and external accessories, including: internal blinds, external roller shutters, awnings, mosquito nets, blinds for flat roof windows, pleats,	2 years
Accessories for OKPOL window automation including drives / motors for roller shutters and windows	2 years
OKPOL foam gasket of Q-LON brand – in terms material structure durability	5 years
OKPOL PVC facade windows - applies of durability of profile joints	10 years
OKPOL PVC facade windows - applies of color stability and statics	5 years
OKPOL PVC facade windows - applies to fittings	2 years
OKPOL PVC facade windows – in terms of adhesion and the color of the decorative foil (veneers)	5 years
Roller shutter boxes - adhesion of the varnish coat	3 years
Pneumatic actuators used in OKPOL windows	2 years
Other OKPOL Products	2 years

## **GLAZING UNITS:**

- 5) The guarantee period for glazing units is counted from the date of manufacture of the glass marked on the spacer profile
- 6) The guarantee covers products with glazing units installed up to a height of 650 m above sea level. The technical specification for glazing units installed above this height should be agreed with the manufacturer before purchase. (additional special order required for the installation of pressure compensation elements - capillaries, compensation valves)
- 7) The guarantee covers goods with glazing units transported up to a height of 1000 m a.s.l. (sea or air transport is excluded)
- 8) The guarantee for glazing units does not include:
  - a) glazing units which loss of tightness occurs simultaneously with cracking, breakage or mechanical damage to at least one of the component glass,
  - b) glass panes or glazing units cracks formed immediately after the product is received or during operation,
  - c) bent glazing units,
  - d) damage caused by window covering / shielding or disturbed heat flow in the glass,
  - e) the phenomenon of gradual loss of gas filling during the operation of glazing units (in accordance with relevant industry standards),
  - f) interference symptoms, multiple light reflection effects, ESG anisotropy,
  - g) phenomena and defects resulting from the collection and condensation of water vapor (being a physical phenomenon) – applies to external and internal side of the glass unit,
  - h) differences in wettability of insulating glass,
  - i) concavity and convexity of glazing units,
  - j) the phenomenon of spontaneous cracking of tempered glass, if the HST test has not been previously carried out on special order eliminating nickel sulfide inclusions in the glass,
  - k) the effect of "ringing" muntins,
  - l) damage resulting from the fault of the user.

## **OTHER PRODUCTS - by Table 1**

- 9) The guarantee period begins on the day of purchasing OKPOL Products from a Distributor or other entity that under of business activity deals with sales, but not later than 12 months from the date of manufacture. The date of sale is confirmed by relevant documents, e.g. VAT invoice or receipt.
- 10) The guarantee ends with the expiry of the guarantee periods referred to in item 4 - table 1 of this guarantee.
- 11) The Distributor is obliged to collect quantitative and qualitative OKPOL Products.
- 12) This guarantee covers:
  - a) design defects - caused by faulty design,
  - b) material defects - caused by the use of defective materials,
  - c) manufacturing defects - resulting from errors during production.Other types of defects in OKPOL Products are not covered by this guarantee and are excluded from liability of OKPOL.
- 13) The guarantee applies only to Products that have been installed together with the original OKPOL flashing kit, according to the assembly instructions.
- 14) This guarantee does not cover:
  - a) OKPOL products that require maintenance and / or service and have not been subjected to maintenance and / or service in accordance with the instructions for use located at [www.okpol.com/support](http://www.okpol.com/support),
  - b) color changes, loss of gloss of the varnish coating on woodwork resulting from the aging process of the material, operation sunlight, salty or acid rain, salt, and other corrosive phenomena or material changes, also applies to differences in shades of color of materials replaced with new ones, e.g. joinery or flashing.
  - c) varnished coatings in external blinds and OKPOL products made to individual order (nonstandard colors)
  - d) damage resulting from incorrect installation of accessories (both manufactured by OKPOL and others entities) as well as any unauthorized activities interfering with the construction of the Product,
  - e) phenomena and defects resulting from the accumulation and condensation of water vapor (being a physical phenomenon)

on the outside of joinery, diffusers and fittings,

f) defects or damage to the Product resulting from:

- renovation works,
- construction works,
- faulty construction design,
- building or roof truss movement,
- movements of neighboring buildings,
- moisture,
- misuse of the product,
- mechanical damage
- damage resulting from the fault of the user, including negligence resulting from improper use,

g) changes that occur in the product or its elements as a result of normal use,

h) malfunction or restrictions on normal functioning resulting from: icing, snowing, branching, tightly shielding the window / hatch from the inside, e.g. with foil, cardboard, OSB or other materials, which may lead to high temperature and permanent damage, such as: deformation of the woodwork or broken glass. The window / skylight requires constant air circulation from the inside (does not apply Producer's accessories),

i) damage caused by an accident - including accidental or intentional impact resulting in damage to the woodwork, flashing or breakage of the glass or its cracking,

j) irregularities in surfaces and varnish coatings invisible in normal use,

k) slight differences in flashing shades,

l) differences in the wood structure, its colors, as well as the presence of wood knots in the woodwork,

m) small gaps in the joinery joints resulting from the natural properties of wood,

n) unavoidable deterioration of parameters and effectiveness of Products resulting from operation,

o) damage caused in transport,

p) products incorrectly installed, not installed in accordance with the assembly instructions. The possible lack of instructions in the Product packaging does not release it. Installation instructions for OKPOL Products are available on the OKPOL website. The instruction should be given to the installer before starting the installation,

q) products equipped with electrical devices - drives, motors, sensors, etc., which installation was carried out by a person who does not have the appropriate permissions to install and operate the electrical installation and power equipment up to 1kV (as part of the complaint process at the request of the Guarantor, the claimant is obliged to presenting a document confirming the installation of the product carried out by an authorized person),

r) products on which attempts were made to make independent repairs without the prior written consent of OKPOL,

s) defects arising as a result of leaving the film protecting the products during transport / production on their external surfaces, especially when exposed to the sun and high temperature that may lead to chemical reactions leading to the fusion of the protective film with the external coating of the product. As a result of this reaction, the film cannot be removed without damaging the outer surface of the product. Protective films should be removed from the Product immediately upon receipt,

t) defects arising as a result of leaving protective tapes on the external surfaces of the Products - PVC profiles, external roller shutter profiles, especially at sun exposure and high temperature, which may lead to chemical reactions leading to the fusion of the protective tapes with the external coating of the product. As a result of this reaction, the tapes cannot be removed without damaging the outer surface of the product. Safety tapes should be removed from the product immediately after assembly,

u) irregularities of limited functioning or leaks due to blockage of the moving parts of the Product due to ice or snow,

v) corrosion on metal elements,

w) solar cell consumption in solar roller shutters,

x) extreme weather conditions - heavy hail, lightning, etc.,

y) all other cases and phenomena not specified as defects in this Guarantee.

z) custom-made Products with specifications inconsistent with the Producer's technology for profile and hardware systems

windows / doors.

- 15) The User is obliged to check the correct functioning of the Product on an ongoing basis, and in the event of irregularities to take action to minimize damage caused, for example, by leakage or any other damage.
- 16) Installation of PVC facade windows together with the adjustment of fittings is made only by the Distributor or a person authorized by him in accordance with the installation instructions provided by the Guarantor.
- 17) The User is obliged to collect the Product quantitatively and qualitatively in terms of apparent defects that cannot be the basis for a complaint after the Product is received. Non-conforming dimensions are also considered to be obvious defects.
- 18) This Guarantee does not limit the User's rights set by law, however, OKPOL shall not be liable for the consequences of improper use of the Products, as well as for claims for indirect damages (loss of benefits) due to flooding, damage to health and all cases beyond the control of OKPOL, in particular: vandalism, fire, war, terrorism and other events that cannot be predicted and are beyond the control of OKPOL and their effects.
- 19) The condition of taking into account the guarantee is submitting along with the application documentation enabling identification of the advertised product and documenting its purchase together with identification of the date of purchase and the name of the complained Product or description enabling its identification.
- 20) In order to make an effective complaint, the User - the claimant should submit a written complaint during the guarantee period, within 7 days of the defect being discovered.
- 21) Successful filing of a complaint may take place by completing and sending the application form available on the OKPOL website: [www.okpol.pl/zgloszenie-reklamacyjne](http://www.okpol.pl/zgloszenie-reklamacyjne) or by e-mail containing data according to point 22 (identical to the content of the form from the website) to the e-mail address [service@okpol.com](mailto:service@okpol.com) or by post to the following address: Okpol Sp. z o.o., ul. Topolowa 24, 49-318 Skarbimierz Osiedle/ Poland.
- 22) An effective complaint should contain:

**CONTACT DETAILS - claimant:**

- a) name and surname,
- b) home address,
- c) correspondence address,
- d) contact telephone number (if possible),
- e) e-mail address (if possible).

**IDENTIFICATION DATA FOR INSTALLATION AND OPERATION - of the claimed product:**

- f) address of the installation location or detection of a fault / defect,
- g) date of purchase,
- h) proof of purchase (scan, photo),
- i) date of installation,
- j) date of commissioning,
- k) date of finding the fault / defect.

**COMPLAINT IDENTIFICATION DATA:**

- l) designation - name, model,
- m) number / numbers from the data plate,
- n) the number of claimed products,
- o) a detailed description of the defect / fault,
- p) photos / video showing the reported defect / fault.

- 23) On the basis of this Guarantee, after the User has successfully filed a complaint, OKPOL will assess and classify any defects or damage and determine at its sole discretion the mode of action taken:
  - a) repair the defective Product at the User's,
  - b) replace the Product with a product free from defects, while the cost of installation and / or deinstallation of the Product

shall be borne by the User

- c) refund the cost of purchasing the Product. Return possible up to the amount incurred by the User at the time of purchase, while returning the defective Product by the User. OKPOL reserves the right to reduce the refundable amount by the costs of the current operation of the Product,
  - d) perform other activities at its sole discretion.
- 24) The user is obliged to pay special attention to the quality of the Product installation. The product should be installed in accordance with the Installation Instructions by a qualified installer in appropriate conditions. The product must not be exposed to excessive moisture. Subjecting woodwork to low temperature and high humidity may cause irreversible destruction, which is excluded from the OKPOL Guarantee and liability. Before starting the installation, the User is obliged to check the technical and visual condition of the Product.
- 25) OKPOL may refuse to make a repair if, in its recognition, it requires excessive costs, causes difficulties or exposes to further losses.
- 26) OKPOL does not perform any activities related to maintenance, cleaning, technical inspections, adjustments and installation corrections.
- 27) OKPOL may charge: repair costs, travel costs, costs of parts, objects, equipment used to repair, and the remuneration of the serviceman - if the claimed Product is not covered by the guarantee, regardless of the reason for its loss or expiry, as well as in the event of an unjustified claim. An unreasonable request will be deemed to be, in particular, a request to remove damages or perform maintenance activities not covered by the guarantee, as well as a request for repairs despite the loss of guarantee protection.
- 28) OKPOL undertakes to consider the claim within 30 days from the date of the complete acceptance - effective filing of the complaint in accordance with points 19-22 of this guarantee, with the reservation of the right to change the date of claim consideration, about which the User will be informed each time upon acceptance of the claim form.
- 29) In the case of complaints for products installed above 2 m from the floor and products for which there is no access from the inside of the room, the User is obliged to provide free and safe access to the product as part of the claim process to workers delegated by OKPOL.
- 30) In matters not covered by this guarantee, the provisions of the Civil Code shall apply. The court having jurisdiction to settle disputes that may arise from this guarantee is the court with jurisdiction over the seat of OKPOL.
- 31) This guarantee does not exclude, limit or suspend the rights arising from the provisions on guarantee for defects of goods sold in accordance with Civil Code.

Before submitting a claim, please contact the service department of OKPOL at the email address [service@okpol.com](mailto:service@okpol.com). We recommend that you familiarize yourself with the instructions for use and maintenance of OKPOL products available at [www.okpol.com](http://www.okpol.com)

#### **GDPR INFORMATION CLAUSE**

By fulfilling the information obligation arising from art. 13 of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 WE (OJ 119 4.5.2016, pp. 1-88) known as the GDPR, we want to inform you that the processing of a claim is related to the need to process your personal data. Without using your personal data, it will not be possible to communicate with you regarding this application. To provide you with full control over the use of personal data, we provide the following information:

The administrator of your personal data will be: OKPOL Spółka z o.o. z.s. in Skarimierz - Osiedle ul. Topolowa 24.

The Inspector for Personal Data Protection is Sylwester Topór, who can be contacted on the phone number +48 796 534 953 or e-mail address [biuro@topnetonline24.pl](mailto:biuro@topnetonline24.pl)

The legal basis for the processing of your personal data is Art. 6 clause 1 lit. f GDPR, which means that the administrator will process this data only to the extent it is necessary to pursue a legitimate interest in the form of contacting you in matters of a complaint and in particular informing you about how to handle it. For this purpose, the administrator will process only such personal data that you provide to him and they will be stored only as long as it is necessary to perform all obligations related to the implementation of the application, including those specified in law and to assert claims.

The data obtained will not be transferred to other entities.

The only entities to which your data will be transferred during the implementation of the claim will be those that will participate in its implementation. These entities are: the commercial outlet where you purchased the claimed product. The entity indicated above will gain access only to your data that will be necessary for him to properly process the claim, including communication with you in this regard. You have the right to exercise the right to object, the right to transfer data that will be in electronic form and the right to lodge a claim to the supervisory authority.

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