

Terms and conditions of the guarantee on composite systems offered by Prodeck

1. **ProDeck Sp. z o.o.** with its registered office in Niepołomice (postal code: 30-005) at ul. Fabryczna 6 (referred to as "**the Manufacturer**") as the producer and guarantor of Prodeck composite systems consisting of terrace boards, joists, masking strips, installation sets, interior/exterior angles and installation accessories (collectively referred to as "**the Products**"), guarantees the quality of these Products under the conditions laid down below.
2. The guarantee shall be issued only for defects inherent in the Products.
3. The guarantee covers the Products properly installed, i.e. in accordance with the requirements included in the installation instructions as well as installation guidelines and used in a proper way, in particular, fulfilling the following conditions:
 - some adequate longitudinal and transverse spaces are left between the system elements and the adjacent objects which result from the specificity of a particular place of use as well as some free space is left in case of the fence elements;
 - installation on a stable leveled surface, with support points included in the installation instructions kept;
 - using exclusively the mounting clips included in the installation set, which is an integral part of the system;
4. The Manufacturer shall issue a guarantee for the period of 5 years for SOLID PRO and TERRA system and for 2 years for EVO PRO and DEX in respect of:

- cracks (with the exception of the cracks caused by impact load);
- deformations;
- distortions;
- preserving the mechanical properties;

drawing the Buyer's attention to the fact that composite boards due to a high content of wood fibers behave in a similar way to natural wood planks, while maintaining much higher resistance to external factors.

5. The guarantee for 5 years for SOLID PRO and TERRA terrace systems, in accordance with point 4, shall be subject to their installation with the use of system elements offered by the Manufacturer, in particular:
 - SOLID PRO or TERRA terrace board,
 - aluminum joists,
 - stainless steel installation elements,
6. If SOLID PRO and TERRA terrace system is installed in a manner other than described in point 5, the guarantee for SOLID PRO and TERRA terrace systems, within the scope described in point 4, shall be granted for a period of 3 years.
7. The Manufacturer shall provide an extended guarantee for a period of 25 years for SOLID PRO and TERRA systems and for 10 years for EVO PRO and DEX systems in respect of:

- rot and decay resulting from a direct impact of fungi and bacteria;
- destruction resulting from insect activity.

8. The Manufacturer shall not provide a guarantee on structural and aesthetic changes in the Products and changes in the geometry of the Products resulting from improper fitting, failure to leave empty spaces for fencing elements or preparing the construction for setting the boards improperly.
9. The Products may differ from the descriptions and samples available in terms of their natural colour or structural differences.
10. The guarantee period shall be counted from the date of sale of the Products by the Manufacturer, in accordance with the VAT invoice issued.
11. Any entitlements related to the guarantee shall be vested only when the Manufacturer has received the full amount for the sale and delivery of the Products covered by the guarantee claim.

12. Return of the Products purchased, which prove to be incompatible with the order, with visible defects as well as use of any other rights conferred on the Buyer which were foreseen by the following terms and conditions, in particular those specified in point 22 hereof, can only be done prior to their installation, but not later than within 7 days from the date of receipt thereof from the Manufacturer. The Products to be returned must be in a state showing no signs of use.
13. During the first weeks of operation, the Products are subject to local aging process and can change colour until they are stabilized in specific climatic conditions at the place of use. The Manufacturer shall not provide the guarantee on the changes resulting from the circumstances referred to in the preceding sentence,
14. The guarantee shall not cover:
 - local aesthetic changes, including changes in colour, resulting from the use – especially in situations when fragments of floor areas (terraces, fences, stairs) are at the same time subject to different external and atmospheric conditions;
 - physical changes resulting from a normal use of the Products;
 - mechanical damages resulting from impact or static load;
 - differences in colour between products from different production batches;
 - differences in the dimensions of the Products not exceeding 1%;
 - variability of the dimensions of the Products that occurs after installation thereof and results from the expansion of the material in line with the change of the ambient temperature, not exceeding 1%;
 - colour changes resulting from the aging process and the effects of aging factors;
 - local discolorations caused by dirt, in particular the impact of fats, lye, corrosive solutions and all substances which should not come into contact with the Products;
 - damages, physical and colour changes resulting from the application of substances to cover the wood and preservatives (paints, lacquers, preservatives, cleaning agents, etc.) other than those recommended by the Manufacturer;
 - the defects of the Products caused by their use in a manner different than indicated by the Manufacturer;
 - the defects of the Products resulting from the installation of the Products in a manner other than specified by the Manufacturer in the installation instructions;
 - damages resulting from direct and indirect impact of water and other fluids of a variable physical state;
 - changes resulting from environmental impact (air and water pollution, algae, mold, etc.).
 - damages, physical and colour changes resulting from force majeure (uneven subsidence, ground fault, avalanche, flood, hurricane, fire, lightning, etc.).
15. The guarantee shall expire if the defect of the Products is not reported in writing at the point of sale within a maximum period of 14 days after its occurrence, accompanied by the original purchase document of the Products.
16. The complaint is made by the point of sale in a properly completed Manufacturer's Form and sent by post to the Manufacturer or by e-mail: reklamacje@prodeck.pl
17. The Manufacturer, as the guarantor, shall consider the properly submitted complaint within 14 days. After the examination of the complaint (e.g. inspection, laboratory research) and acceptance thereof, the Manufacturer shall perform its duties owed to the Buyer within 21 days. The time limit for considering the complaint and performance of obligations after the claim has been accepted may be extended in justified cases.
18. The validity of guarantee claims can be verified in the form of on-site inspection of the Products on the date agreed by the Parties. The Manufacturer shall be entitled to request additional information related to the occurrence of defects from the Buyer if it is necessary to assess the validity of the submitted complaint. Refusal to perform the on-site inspection or submit additional information related to the occurrence of the defect, if it is necessary to assess the validity of the submitted complaint, results in failure to consider the guarantee claim. The Manufacturer shall have the right as well to require photographic documentation in a printed or electronic form from the entity submitting the complaint, showing the damage of the Products subject to the guarantee claim.

19. The entity submitting the complaint of the Products' defects shall be obliged to leave the Products intact after the disclosure of the defect, until the examination of the installation place by the Manufacturer or other designated person is performed, under the pain of expiry of the guarantee. The Manufacturer as the guarantor reserves the right to assess and qualify the defects.
20. If the guarantee claims are accepted, the product under complaint or the returned product must be prepared, secured and packed in such a way which makes it possible to load and transport it safely and efficiently by the Manufacturer.
21. The transport costs and other costs associated with processing the complaint in case of its non-recognition shall be borne by the Buyer.
22. In the event of accepting the complaint, the Manufacturer shall provide the Buyer with a product which is free from defects or, if it is not possible, a replacement Product with the same properties.
23. If it is not possible to remove the defect or its removal entails excessive costs, the Manufacturer may reduce the price of the Product. The manner of processing the guarantee claims depends on the Manufacturer.
24. Any additional costs other than the transport costs of the Products incurred by the Buyer (assembly, disassembly, etc.) shall not be covered by the guarantee.
25. The guarantee shall cover the territory of the European Union.
26. The law applicable to the application of the provisions of the Product guarantee terms shall be the law generally binding in the Republic of Poland.
27. This guarantee shall not exclude, limit or suspend the rights of the Buyer arising out of the statutory warranty for defects of the product sold.
28. An installation instruction and installation guidelines available on www.prodeck.pl shall constitute an integral part hereof.

Niepołomice, 10.03.2021