

THE TERMS AND CONDITIONS OF THE GUARANTEE FOR PRODECK COMPOSITE SYSTEMS

1. ProDeck Sp. z o.o., with its registered office in Niepołomice (postal code 30-005) at ulica Fabryczna 6 (hereinafter referred to as "the Producer"), as the producer and guarantor of the ProDeck composite systems consisting of terrace boards, joists, masking stripes, assembly kits, angle brackets and assembly accessories (hereinafter collectively referred to as: "the Products"), [hereby] provides quality guarantee of the Products under the conditions laid down hereinbelow. Gwarancja udzielona jest tylko i wyłącznie na wady tkwiące w Produktach.
2. The guarantee shall only cover defects in the Products
3. In the case of non-compliance of the Products with the agreement, the Purchaser who is a consumer shall be entitled by law to legal remedies from and at the expense of the Producer. The guarantee shall not affect the legal remedies mentioned hereinabove.
4. The guarantee shall apply to the Products which have been properly installed, i.e. in accordance with the requirements of the assembly guidelines and properly used, and in particular, which meet the following conditions:
 - a) adequate longitudinal and transverse expansion spaces between the system elements and neighboring objects, resulting from the specifics of the particular place of use, have been left;
 - b) the products have been installed on a stable, level base with the support spacing specified in the assembly instructions;
 - c) only the clips included in the assembly kit, which is an integral part of the system, have been used to assemble the terrace boards;
5. The Producer shall provide a guarantee for a period of 5 years for TERRA terrace system, and 2 years for EVO PRO and DEX terrace systems with regard to:
 - a) cracks (excluding cracks caused by impact load);
 - b) deformations;
 - c) warping;
 - d) retention of mechanical properties,drawing the Purchaser's attention to the fact that when used, composite products, due to the significant content of wood fibres, behave in a very similar way to natural wooden boards, while retaining much higher resistance to external factors.
6. To obtain a guarantee for a period of 5 years for TERRA terrace system, pursuant to point 5 hereof, it shall be obligatory to assemble the system using the system elements from the Producer's offer, in particular:
 - a) TERRA terrace boards,
 - b) aluminum joists,
 - c) assembly elements made of stainless steel.

7. If TERRA terrace system has been assembled in a manner other than that described in point 6 hereof, the guarantee for TERRA terrace system, to the extent described in point 5, shall be granted for a period of 3 years.
8. The Producer shall provide an extended guarantee for a period of 25 years for TERRA system and 10 years for EVO PRO and DEX systems with regard to:gnicia oraz butwienia wynikającego z bezpośredniego oddziaływania grzybów i bakterii;
 - a) decay and rotting resulting from the direct influence of fungi and bacteria;
 - b) decay resulting from the action of insects.
9. The Producer shall not provide guarantee for any structural and aesthetic changes to the Products and changes to the geometry of the layout of the Products resulting from improper installation of the boards and lack of application of expansion joints or preparation of improper construction for the boards' assembly.
10. The Producer shall allow for +/- 5% displacement of the terrace structure fixed in the floating construction system (no permanent fixing to the substrate).
11. The Products may differ from the available descriptions and samples in terms of natural colour differences or surface textures.
12. The guarantee period shall start on the date of sale of the Products by the Producer based on the VAT invoice issued.
13. The guarantee entitlements shall be available only if the full amount due to the Producer from the sale and delivery of the Products which the guarantee claim relates to has been paid.
14. The return of the purchased Products which do not comply with the order or have visible defects, as well as the exercise by the Purchaser of any other rights provided for by these guarantee terms and conditions, and in particular those specified in its point 25 hereof, may only be made before the Products have been assembled, but no later than within 7 days following the receipt of the Products from the Producer. The condition of any returned Products must not show any signs of use.
15. During the first weeks of use, the Products shall be subject to a local seasoning process and may change colour until they get stabilised under the specific climatic conditions prevailing at the place of use. The Producer shall not provide a guarantee for changes resulting from the circumstances referred to in the preceding sentence.
16. The guarantee shall not cover:
 - a) local aesthetic changes, including changes in colour shade, resulting from use - especially in situations when parts of the surface (terrace, stairs) are subject to different external and atmospheric conditions at the same time;
 - b) any physical changes resulting from normal use of the Products;
 - c) mechanical damage resulting from impact or static loads;
 - d) colour differences between products from different production batches;
 - e) colour differences between products from a single production batch exceeding 10 tonnes of raw material;
 - f) differences in the dimensions of the Products not exceeding 1%;
 - g) variation in the dimensions of the Products once they have been assembled, resulting from the expansion of the material together with a change in the ambient temperature, not exceeding 1%;

- h) changes in colour resulting from the seasoning process and the effects of ageing factors;
 - i) local colour discolouration resulting from dirt, in particular from the effects of fats, corrosive alkalis, caustic solutions and all agents which should not come into contact with the Products;
 - j) damage, physical and colour changes resulting from the use of means for covering and maintenance (paints, varnishes, impregnates, cleaning agents, etc.) other than those recommended by the Producer;
 - k) defects in the Products resulting from the application thereof in a manner other than that recommended by the Producer;
 - l) defects in the Products resulting from their assembly in a manner other than that indicated by the Producer in the assembly instructions;
 - m) defects resulting from direct and indirect effects of water and other liquids of changeable state of matter;
 - n) damages resulting from environmental impact (air and water pollution, algae, mould, etc.);
 - o) damage, physical and colour changes resulting from events of force majeure (uneven ground settlement, ground fault, avalanche, flood, hurricane, fire, lightning, etc.).
- 17.** The guarantee shall expire if a defect in the Products has not been reported to the Point of Sale in writing within a time limit of 14 days following its occurrence, accompanied with the original purchase document of the Products.
- 18.** A complaint shall be lodged to the Producer by the Point of Sale using the notice form, sent by post to the Producer's address or by e-mail to: reklamacje@prodeck.pl
- 19.** The Producer, as the guarantor, shall consider a correctly submitted complaint within a period of 14 days. Upon completion of the activities related to the complaint consideration (e.g. visual inspection, laboratory tests) and upon recognition of the claim as justified, the Producer shall perform its obligations towards the Customer within a time limit of 21 days. The time limit for handling the complaint and performing duties once the claim has been recognised as justified may be extended in justified cases.
- 20.** If a claim has been recognised, the user (owner) of the terrace shall be obliged to provide access to the indicated defect and to provide efficient access to the terrace from the flat.
- 21.** The validity of guarantee claims may be verified in the form of a visual inspection at the place of installation of the Products on the day agreed upon by the Parties. The Producer shall be entitled to require the Purchaser to provide additional information related to the defect if it is necessary to assess the validity of the complaint made. The refusal to perform the visual inspection at the place of installation of the Products or the refusal to provide additional information related to the defect if it is necessary to assess the validity of the reported complaint shall result in the complaint rejection. The Producer shall also have the right to request from the entity notifying about the defects in the Products photographic documentation in printed or electronic form, showing the defects to the Products giving rise to guarantee claims.
- 22.** The entity notifying about the defects in the Products shall be obliged to leave the Products intact after the defect becomes apparent, until the inspection of the place of assembly of the Products by the Producer or by another indicated person, or otherwise the guarantee shall expire. The Producer, as the guarantor, shall reserve the right to assess and qualify the defects.
- 23.** Once the guarantee claims have been acknowledged, the defective or returned product must be prepared for collection, and secured and packed in a manner to allow efficient and safe loading and transport by the Producer.

24. The transport costs and other costs related to the process of handling the complaint in the event of its non-acceptance shall be borne by the Purchaser.
25. If the complaint has been accepted, the Producer shall provide the Purchaser with a defect-free product or, if such a product is impossible to be delivered, a replacement product meeting the same properties.
26. If the defect is impossible to be removed or its removal will entail excessive costs, the Producer may reduce the Product price. The manner of fulfilment of guarantee claims shall depend on the Producer unless the Purchaser is a consumer.
27. Any additional costs, apart from the transport costs of the Products, incurred by the Purchaser (assembly, disassembly, etc.) shall not be covered by the guarantee. If the Purchaser is a consumer, these costs shall be borne by the Producer.
28. The guarantee shall cover the territory of the European Union.
29. The law applicable to the application of the provisions of the guarantee terms and conditions of the Products shall be the law generally applicable in the Republic of Poland.
30. The guarantee shall not exclude, restrict, or suspend the Purchaser's rights under the provisions on non-compliance of the sold item with the agreement.
31. The assembly guidelines available at www.prodeck.pl shall constitute an integral part hereof.

Niepołomice, 23.01.2024