



***General Terms and Conditions of the Quality Warranty
granted by Progress Eco S.A. in Dobrów
to entrepreneurs for articles used in architecture as decorative or utility and decorative elements***

1. These General Terms and Conditions of the Quality Warranty regulate the terms of the quality guarantee granted by Progress Eco S.A. in Dobrów (address: Dobrów 7, 28-142 Tuczępy), hereafter the Warrantor, to entrepreneurs for articles used in architecture as decorative or utility and decorative elements.
2. The Warranty shall be granted in writing only, and may be included in the offer under which the purchase order was accepted or in an agreement, and the Buyer shall be entitled thereto.
3. Liability under this Quality Warranty applies based on rules defined in these General Terms of Quality Warranty. Any additional or special guarantee terms may result from the agreement or the Warranty Card if attached to the article at the time of sale.
4. The warranty period shall be 12 months from the date of sale, unless the Warrantor has specified otherwise in the offer, agreement or the Warranty Card.
5. The quality warranty liability shall apply only to defects resulting from reasons inherent in a product used in accordance with the intended use thereof, and properly transported, stored, installed, used, and maintained in accordance with the manufacturer's recommendations set out in Annex 1 — Use and maintenance guidelines. Circumstances that exclude liability under the Quality Warranty are defined in section 21 of these General Terms and Conditions.
6. Warranty claims shall be received by the Warrantor in workdays from 8 A.M. to 4 P.M., at the following address: Dobrów 7, 28-142 Tuczępy, tel.: 15 864 62 70, e-mail: office@progress-screens.com
7. A warranty claim should include: delivery date, number and date of the invoice, name and type of the goods, the amount of the defective items that are subject to complaint, indication of the location of the articles, detailed description of the defect, photo documentation of the defect, including pictures taken at the installation point.
8. In case of finding a defect in the product, the Buyer shall be obligated to notify the Warrantor about the defect in writing within 3 days from finding the defect, otherwise the Buyer shall lose the Warranty.
9. After agreeing on the date of inspection, the Customer shall enable the Warrantor's representative conducting an inspection of the article.
10. The Warrantor shall review the claim and notify the Customer of the outcome within 30 days from receiving the complete claim. In complicated cases, the Warrantor may extend the claim review deadline, notifying the Customer.
11. In case of accepting a claim the Warrantor undertakes to—free of charge—repair the defective elements or replace them with elements free from defects (material replacement) or to decrease the purchase price. The Warrantor shall decide on the manner of handling the claim.
12. The goods repair or replacement deadline shall be individually determined with the Customer as a technically possible to perform by the Warrantor, not longer than 60 days from the date of the Warrantor recognizing that the defect is covered by the Warranty.
13. The defective elements replaced with elements free from effects shall become the property of the Warrantor, unless the Parties agree otherwise in writing. The return of the defective goods shall occur on a date and under terms and conditions agreed upon with the Warrantor.
14. The Warrantor shall not be responsible for any lost profits, the expenses for goods processing, the costs related with any required disassembly and re-assembly, the costs of any required withholding of assembly or construction works, loss of revenues and/or other consequential or indirect losses, incurred directly or indirectly by the Buyer or third parties.
15. Any liability of the Warrantor shall be limited to the sales value of the defective product specified on the sales invoice decreased by the amortisation of 7% of that amount per year.
16. The warranty shall not exclude limit or suspend any rights of the Buyer arising from the regulations regarding a warranty for defects in sold goods.
17. In case of submitting an unjustified claim, the costs related thereto (e.g. travel expenses of the service technicians, study costs) shall be borne by the party submitting the claim. In justified cases, the Warrantor may withdraw from charging the party submitting the claim with these costs.
18. Submitting a claim shall not exclude the obligation of a timely payment for the purchased goods.
19. The granted warranty shall be subject to the Polish law. In matters not regulated by the provisions of these General Terms and Conditions of the Warranty, the provisions of the Polish Civil Code shall apply.

20. The Parties shall aim to amicably resolve any disputes under the granted Quality Warranty through negotiations. If an agreement is not reached, the court competent to hear the dispute shall be the court in Kielce.
21. The Quality Warranty shall not cover:
 - 1) natural wear and tear as a result of a normal operation of the article;
 - 2) any changes to the article's shade, colour or structure of coating due to normal tear and wear (in particular any imperfections of the zinc coating, admissible pursuant to PN-EN 1461); it must be emphasized that galvanisation is not a process aimed at raising the article's aesthetics, but to prolong its life;
 - 3) articles with colours changed independently by the Customer;
 - 4) defects resulting from incorrect installation;
 - 5) mechanical damage caused by improper transportation, storage, installation;
 - 6) corrosion on cut edges made during the installation (without the factory protection);
 - 7) mechanical defects of laquer coatings made during or after the installation of the products (scratches, abrasions, etc.);
 - 8) mechanical, physical, chemical damage resulting from performance of other works near the article;
 - 9) rust or change in the colour resulting from a damage to or contamination of the article surface with fragments of other materials used near the article, e.g. contamination by plasters, paints, other construction materials, damage from sparks, damage from or contamination by metal shards/shavings/chips or other materials, oxidation of these elements on the article surface;
 - 10) external factors such as e.g. fire, water, salts, lyes, acids, solvents, bleaches, and other chemicals having aggressive effects (cement, lime, abrasives causing losses in material and scratches);
 - 11) the influence of products not supplied by the Warrantor on the Warrantor's products;
 - 12) articles used against their intended use;
 - 13) articles used in an environment with very high corrosivity (category C5 according to PN-EN12500);
 - 14) articles used less than 500 m from the coastline;
 - 15) articles used in conditions other than those agreed with the Warrantor;
 - 16) articles that are not maintained or are maintained incorrectly;
 - 17) articles modified by the Buyer without the knowledge of the Warrantor;
 - 18) defects resulting from an incorrect selection of materials by the Buyer (e.g. for the corrosion conditions, load conditions);
 - 19) articles made in accordance with the Buyer's documentation—when the defect has been made due to complying with the Buyer's requirements;
 - 20) articles transferred to the Buyer free of charge;
 - 21) samples and formulas supporting the presentation of the article;
 - 22) articles determined at the moment of sale as "not products of full value" (e.g. "II grade" or similar);
 - 23) unforeseeable events and force majeure and their effects on the articles or on the execution of this Warranty (e.g. natural disasters, acts of vandalism).
22. Annex no. 1 to these General Terms and Conditions comprises the use and maintenance guidelines.
23. These General Terms and Conditions of the Warranty shall be effective as of 14.12.2021.