

GENERAL GUARANTEE TERMS AND CONDITIONS

These General Guarantee Terms and Conditions, also referred to as the “GGTC”, defines the scope, procedure and application of the quality guarantee offered by Lindab spółka z ograniczoną odpowiedzialnością with registered office in Wieruchów, Poland.

I. DEFINITIONS

The terms used in the GGTC shall have the following meaning:

Agreement	the sale agreement of the Product or Products concluded between Lindab and the Guarantee Holder based on General Terms and Conditions of Sale for Foreign Deliveries;
Catalogue	a specification of standard Products sold by Lindab, placed on the Website, including in particular Product's: price, characteristics, manufacturer, availability and photo;
Guarantee	the set of rights and obligations arising from the quality guarantee given by Lindab in this document;
Guarantee Claim	a claim in which the Guarantee Holder sets out all his statements, demands and circumstances relating to the assertion of his rights under the Guarantee;
Guarantee Holder	a person or an entity who is entitled to the Guarantee. It is only the person who purchased directly from Lindab the Product for which the guarantee was granted;
Lindab	Lindab spółka z ograniczoną odpowiedzialnością (limited liability company) with registered office in Poland in Wieruchów, 05-850 Ożarów Mazowiecki, Sochaczewska 144 Street, entered in the Register of Entrepreneurs of the National Court Register, kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, entry number KRS 0000043661, holder of: statistical number REGON: 810539628, tax identification number NIP: 8520400158, BDO (database of products, packaging and waste management) number: 000013622, having share capital: 143,621,200.00 PLN;
Non-Standard Product	a Product that has been manufactured to the Guarantee Holder's special order and as to the parameters specified by them, including, but not limited to, a Product that is specified in the Catalogue as "custom" or "non-standard", in particular if it has parameters or features other than those specified in the Catalogue;
Price	net price of the Product in the Agreement;
Product	a product in the Seller's commercial offer presented on the Website (traded under Direct Vent Trademark) that is either ventilation or air conditioning product (or component of such product), excluding Products from outlet sales;
Website	the website available under domain: http://www.directvent.eu/

II. SCOPE AND SUBJECT MATTER OF THE GUARANTEE

1. These General Guarantee Terms And Conditions define the conditions under which Lindab provides a guarantee of quality for Products, as well as the procedure for making and considering claims under the

Guarantee.

2. Lindab shall only provide a Guarantee to the Guarantee Holder who has purchased the Product directly from Lindab - subject to the terms and limitations set out in the GGTC - that in the Product purchased by the Guarantee Holder from Lindab, for a period of twelve (12) months from the date of acceptance of the Product by the Guarantee Holder (i.e. the date of delivery of the Product) the perforation corrosion will not occur. Perforation corrosion shall be deemed to be the damage to the Product that consists in the shearing of metal parts, i.e. their perforation, as a result of corrosion, i.e. the gradual deterioration of a material (in this case metal) between its surface and the surrounding environment. Such effects of corrosion that do not cause holes in the sheet metal are not covered by this Guarantee.
3. The Guarantee is a personal guarantee and is granted only to the Guarantee Holder who is indicated on the VAT invoice confirming sale under the Agreement.
4. The Guarantee provided by Lindab for the Product is the only guarantee provided by Lindab for the Product. Other third parties are not authorised to extend or change the terms of the Lindab's Guarantee.
5. The rights under the Guarantee are vested exclusively in the Guarantee Holder and may not be transferred to a third party and any assignment of the rights under the Guarantee is not permitted.
6. Unless otherwise specified in the Agreement, the Guarantee is also valid for Non-Standard Products.
7. The Guarantee Holder accepts the Guarantee provided by Lindab on the conditions and with the assumed limitations described in the GGTC.
8. The Guarantee is valid worldwide, subject to II.9 GGTC.
9. Lindab is not obliged to fulfill any claims under this GGTC outside the Republic of Poland, what means that guarantee Claims shall be handled by Lindab exclusively in the Republic of Poland.

III. EXCLUSIONS AND LIMITATIONS OF LINDAB'S LIABILITY

10. The Guarantee shall only apply if all of the following conditions are jointly met (failure to meet any of the conditions results in the loss of rights under the Guarantee):
 - 1) the Product has been installed with due care and in an environment with a corrosivity class of up to C3, as defined in the applicable Polish standard PN-EN ISO 12944-2:2001,
 - 2) the Product has been installed using only components (fittings with gasket, ventilation ducts, assembly components, etc.) purchased from Lindab,
 - 3) the Product is used for its intended purpose and with due care to protect it from damage during use,
 - 4) regular inspections and servicing (including maintenance) of the Product have been duly carried out.
11. Lindab shall not be liable for defects in the Product caused by the Guarantee Holder or resulting from:
 - 1) incorrect assembly of the Product or incorrect connection of the Product to the power supply,
 - 2) use of the Product other than for its intended purpose or not in accordance with the art of engineering or the technical instructions (if provided),
 - 3) failing to regularly carry out repairs, maintenance or servicing of the Product,
 - 4) carrying out repairs, maintenance or servicing of the Product contrary to the art of engineering,
 - 5) incorrect design assumptions or design in which the Product was used,
 - 6) storing the Product in inappropriate conditions,
 - 7) fortuitous events and other circumstances for which Lindab is not responsible (e.g. damage during transport, weather, power surges, animals or insects, contact with corrosive material elements),
 - 8) inadequate protection of the Product during construction, renovation or installation work, including as a result of contamination of the interior of the Product components,
 - 9) contamination of the Product, in particular as a result of working with heavily contaminated filters,
 - 10) making any changes or modifications to the Product,
 - 11) malfunctions of other installations (e.g. electric, heating, etc.) or devices affecting the operation of the Product (e.g. inverters, relays, humidifiers, coolers, heaters, etc.).
12. The following are not defects of the Product covered by the Guarantee:
 - 1) differences in shades of colour resulting from the designed artistic and aesthetic features of the

- Product and the characteristics of the raw materials from which the Product is made, i.e. in particular: differences in texture and shade resulting from the specific nature of the materials concerned and the natural properties of the components used in the Product,
- 2) differences in the degree of hardness of individual elements of the Product resulting from their varied size and from constructional solutions used,
 - 3) changes occurring naturally during the average intended use of the Product, including damage resulting from normal wear and tear of the Product,
 - 4) defects and damage to the Product of which the Guarantee Holder was aware at the time of purchase.
13. The Guarantee shall not apply in the event that the Guarantee Holder uses the Product, without Lindab's written consent, after the damage occurred and was detected, or in the event that the Guarantee Holder has not agreed to inspect the Product at a time and in a manner chosen by Lindab to determine the nature of the damage.
14. In the event of reinstallation of the Product, the Guarantee shall expire.
15. Lindab's liability under the Guarantee shall be limited to the Product itself and shall not cover damages (neither direct nor indirect), including loss or loss of profits, incurred as a result of the creation or rectification of defects in the Product (unless such damages are caused intentionally), and in particular Lindab shall not be liable under the Guarantee in any way whatsoever for additional costs incurred as a result of a defect in the Product (including costs of assembly and disassembly, costs of disposing of the defected Products, etc.), limiting its liability solely to remedies referred to in section IV of the GGTC.
16. Lindab's liability under the Guarantee shall be limited to an amount equal to the Price.
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IV. CLAIMS UNDER THE GUARANTEE

17. Within the scope of the Guarantee, Lindab will remedy defects in the Product covered by the Guarantee by any of the following methods chosen by Lindab:
- 1) delivery to the Guarantee Holder of the spare parts of the Product that can replace the defective ones with instruction for the Buyer how to replace the defective ones with new ones; or
 - 2) removal of the defect by fixing the Product; or
 - 3) replacing the defective Product with a not-defective Product (delivery of the new Product); or
 - 4) reduction of the Price; or
 - 5) compensation of the full Price in case of serious defects that totally unable use of the Product; or
 - 6) granting the Guarantee Holder a discount on future purchases from Lindab.
18. The Guarantee Holder may propose a method of fulfilment of a Guarantee Claim covered by the Guarantee, but the final right to choose the method of fulfilment of the claim rests solely with Lindab.
19. In the event that Lindab does not have an identical Product or a substitute Product available, the Product may be replaced by supplying a product with the most similar parameters to the Product. The supply of a new Product or such similar product shall satisfy Lindab's obligation to remedy defects of the Product.
20. Replacement of the Product with a new one or with a product with parameters similar to those of the Product shall take place at the address to which the defective Product was originally delivered, unless the Parties agree otherwise.
21. Lindab shall perform the granted claims within sixty (60) calendar days from the acknowledgement of the Guarantee Claim, provided that if this is not possible due to technical or technological issues or the non-availability of materials or parts necessary for the performance of the Guarantee Claim or the non-cooperation of the Guarantee Holder as required by the circumstances, this time limit shall be extended accordingly until such time as these obstacles are removed, and Lindab shall notify the Guarantee Holder of the new time limit for performance. Shipping time does not count towards the deadline mentioned above.
22. The Guarantee Holder is obliged to pay Lindab the costs incurred as a result of an unjustified Guarantee Claim. In the event that a Guarantee Claim is not accepted, Lindab may issue an invoice for the Guarantee



Holder for the costs incurred in connection with such a claim (expert opinion, postage, travel costs, servicing in accordance with the rates available from Lindab's Sales Department, etc.).

23. Lindab shall be entitled to withhold from the Guarantee Holder its claims under the Guarantee until the Guarantee Holder has paid to Lindab all outstanding receivables from the Agreement.
24. The Product parts returned for exchange (which have been exchanged for new ones) or the returned Product (which have been exchanged for new one) shall become the property of Lindab without obligation of any settlement. The defected Product or parts thereof that has not been returned to Lindab shall remain the property of the Guarantee Holder.
25. In the event that a Guarantee Claim is accepted as valid, Lindab shall bear the costs of transporting the Products or the Product parts replaced under the Guarantee.
26. If the Guarantee Claim is not accepted by Lindab, the Product which was delivered to Lindab will be returned to the Guarantee Holder at their request (in Document Form), provided that the costs of shipping the Product from the registered office of Lindab to the place indicated by the Guarantee Holder are covered. The Guarantee Holder can pick up the Product from Lindab at their expense.
27. In the event that the Guarantee Holder does not pay the shipping costs mentioned in IV.26 or does not collect the Product, the Product will be disposed of within sixty (60) calendar days from the date of the Buyer's request to pay or collect the Product. In this case, the Buyer loses the right to request the release of the Product.

V. PROCEDURE FOR THE GUARANTEE CLAIM

28. The Guarantee Holder shall exercise his rights under the Guarantee on the basis of the invoice confirming the purchase of the Product from Lindab.
29. In order to assert claims under the Guarantee, the Guarantee Holder is obliged to send a Guarantee Claim to Lindab without delay, but no later than thirty (30) days from the date on which the defect became apparent, in writing to Lindab at the address of Lindab's registered office as stated on Lindab's Website or by email to your contact person.
30. The Guarantee Claim should contain at least:
 - 1) the invoice number relating to the Product and an indication of the type and model of the Product,
 - 2) information on the type of installation in which the Product was used,
 - 3) a description of the defects found and the circumstances in which they occurred and the date on which they were found.
31. The Guarantee Claim must be accompanied by:
 - 1) an invoice confirming the purchase of the Product from Lindab,
 - 2) photographs or film documenting the detected defect.
32. If possible, the Guarantee Holder shall attach the photograph of the Product's label, including product number/QR code and date of production of the Product (if it is indicated in the label).
33. Failure to send the Guarantee Claim in the manner and within the timeframe stipulated in V.29-31 of the GGTC shall result in the Guarantee Holder losing its right to assert claims under the Guarantee.
34. The Guarantee Holder shall undertake to facilitate Lindab's discovery of defects and the undertaking of measures to rectify them, including a detailed description of the type of defect. If it is necessary to obtain additional information regarding the defect or the manner of operation of the Product in order to process a Guarantee Claim, the Guarantee Holder shall provide all data and information requested by Lindab in order to process the Guarantee Claim.
35. Lindab will respond to a Guarantee Claim within fourteen (14) days of receipt. In handling Guarantee Claim, its reasonableness shall be assessed taking into account the Product specifications available in the Catalogue.

36. If necessary, the Guarantee Holder agrees to send the defective Product or defective parts to Lindab's registered office address or to any other address in Poland designated by Lindab. Lindab shall decide on the need for delivery of the Product.
37. The period for returning the defective Product is 14 days from the date of Lindab's decision on the need for such a return. The waiting period for delivery of the defective Product does not count towards Lindab's time limit for processing Guarantee Claim.
38. Prior to returning the defective Product or defective parts, the Guarantee Holder shall agree with Lindab on the terms and method of shipment. Each return must be accompanied by printed Guarantee Claim. Lindab reserves the right to refuse an unarranged shipment or a shipment without the attached printed Guarantee Claim.
39. Until final consideration of the Guarantee Claim, the Guarantee Holder is obliged to store damaged Product in a proper manner, preventing its possible further damage or shortcomings.

VI. FINAL PROVISIONS

40. Disputes within the scope of the Guarantee shall be resolved by the common court in Poland having jurisdiction over Lindab's registered office.
41. The law applicable to the GGTC shall be the Polish law.
42. Matters not covered by these GGTC shall be governed by the provisions of the Civil Code and other mandatory provisions of Polish law.
43. The GGTC shall determine the entire liability under the quality guarantee for the Lindab Product.
44. The GGTC are valid from 01.02.2024 until further notice.