Izopanel Sp. z o.o.
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Gdańsk, ...

WARRANTY DOCUMENT

(regarding Warranty provided for Products purchased from the Warrantor on the basis of Contracts of sale or Contracts of delivery concluded on 2 November 2018 onwards; in regard of contracts concluded before this date, previous warranty terms apply.)

Izopanel Sp. z o.o. with the registered office in Gdańsk, at ul. Budowlanych 36, entered into the Register of Entrepreneurs of the District Court Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register, under KRS number: 0000073499, Tax Identification Number (NIP): 957-079-60-41, share capital of 3,877,000 zł, hereinafter referred to as "Warrantor", provides the Buyer, not being a consumer according to art. 221 of the Act of 23 April 1964 – in the territory of the Republic of Poland, with a Quality Warranty for products specified in the table below, on terms and conditions defined herein and in the Warrantor's General Conditions of Sale (hereinafter referred to as GCS).

Products:

1.	*[enter detailed discription of the product]*
2.	*[enter detailed discription of the product]*
3.	*[enter detailed discription of the product]*

Proof of purchase:

1.	*Sales note - VAT Invoice No.:*	*[Enter invoice no.]*	*Issue date:*	*[Enter date]*
2.	*Declaration of Conformity No.:*	*[Enter declaration no.]*	*Issue date:*	*[Enter date]*

(Company stamp of Warrantor)	(Signature of authorized representative of Warrantor)

I. Provision of Warranty

The Warranty is provided for a period of 36 months for sandwich panels with steel claddings in very bright or bright colours (according to colour classification defined in PN-EN 14509:2013 and § 11 par. 1 par. 1 item 1.10 of GCS). The Warrantor may extend the period of the above Warranty by further 24 months, i.e. for a total period of 60 months, provided the Buyer satisfies the warranty conditions given in IV above.

The Warranty is provided individually for sandwich panels with claddings in dark colours (according to colour classification defined in PN-EN 14509:2013 and § 11 par. 1 par. 1 item 1.10 of GCS, with the exception of the below provision), for sandwich panels with visible lock, with PIR-N/PIR-F core, of 140mm to 200mm in thickness and for sandwich panels with hidden lock with claddings in RAL 9006 colour, for any type of sandwich panels with stainless steel claddings and with glass fiber reinforced polyester (known as fiberglass).

The Warranty does not cover IzoCold sandwich panels with claddings in dark colours and RAL 9006 (according to colour classification defined in PN-EN 14509:2013 and § 11 par. 1 par. 1 item 1.10 of GCS) of the following rated panel thickness: 160 mm, 180 mm, 200 mm and 220 mm. However, the Warranty for IzoCold sandwich panels with claddings in dark colours and RAL 9006 (according to colour classification defined in PN-EN 14509:2013 and § 11 par. 1 par. 1 item 1.10 of GCS) of rated panel thickness of 120 mm or 140 mm, is provided to each Buyer individually. The Warranty does not cover IzoWall sandwich panels of rated panel thickness of: 120mm, 140mm, 160mm, 180mm and 200mm, used as lining in controlled-environment rooms, where panels are exposed to extreme temperature differences, i.e. freezers and cold stores.

The Warranty does not cover neither sandwich panels with claddings in dark colours (according to colour classification defined in PN-EN 14509:2013 and § 11 par. 1 par. 1 item 1.10 of GCS) used in multi-span arrangements, nor sandwich panels (of whatever the cladding colour and type), dimensions (lengths) of which are greater than defined in § 11 par. 1 par. 1 item 1.10 of GCS.

The warranty period starts from the day of release of the Products covered by the Warranty to the Buyer (with the stipulation that, if Products are not received from the Warrantor instantly, or within a period as settled by the Parties, this period starts from the date of manufacture of Products).

The Warranty is valid in the territory of the Republic of Poland only. In the case of assembly and storage of Products outside the territory of the Republic of Poland, in order to obtain the Warranty the Warrantor must submit a separate declaration in this respect (i.e. issue an individual warranty document to the Buyer). The Quality Warranty includes the following parameters of a sandwich panel (Product):

The Quality Warranty includes the following parameters of a sandwich panel (Product):

- retention of thermal insulation defined in the Warrantor's technical catalogues and relevant Polish Standards – adequate for
- conditions of use defined in the Warrantor's technical catalogues;
- preservation of mechanical properties, in accordance with PN-EN 14509:2013;
- preservation of technical properties of steel claddings coated with Standard Poliester, HDX, HDS, Granite Farm, Food Safe coatings and fiberglass facing, without any perforations in the sheet, any paint peels or any corrosion causing formation of holes on an even surface of the cladding.

II. Rules for filing and considering of warranty claims

In order to exercise the rights under the Warranty, the Buyer must follow the warranty claim procedure, i.e. rules for filing and considering of warranty claims, described in detail in the Warrantor's General Conditions of Sale and made available at the Warrantor's web page – www.izopanel.pl, and also at the Warrantor's seat, the Warrantor's outlets and at authorized retailers.

III. Conditions for provision and enforcement of Warranty

1. The Warrantor under the Warranty shall be liable only for defects in the Product sold. In the event a complaint is acknowledged, the Warrantor reserves itself the right to choose the manner of eliminating the defect of the Product (in accordance with the provisions of GCS). The Warranty shall not be extended if defects have been repaired or Products replaced with new defect-free.
2. The Warranty is valid if (cumulative warranty conditions):

2.1. assembly and installation of Products has been carried out by the Buyer in accordance with instructions and technical catalogues provided by the Warrantor, and in particular:

2.1.1. assembly of sandwich panels has been carried out no later than within 6 months from the date of release of the Products to the Buyer (and in case the Buyer fails to immediately receive the panels – within 6 months from the date of their manufacture by the Warrantor);

2.1.2. protective film was removed from sandwich panels within 40 days from the date of manufacture and later than 14 days after exposure of sandwich panels to sunlight; protective film should be removed in ambient temperature between +5 °C and +35 °C;

2.1.3. sandwich panels were cut with use of a tool for cold cutting of panels; it is therefore not allowed to use cutting tools or other tools that cause claddings to heat up to temperatures above 100° C (such as angle grinders or other power tools);

2.1.4. assembly of sandwich panels with claddings in dark colours (according to colour classification defined in PN-EN 14509:2013 and § 11 par. 1 par. 1 item 1.10 of GCS) was carried out in outside air temperature higher than 10°C;

2.1.5. slope of a roof or other regions when using roof sandwich panels is no less than 5% for whole panels and without skylights or 7% for joined panels or with skylights, while for both, the structure of the facility enables proper and free flow of precipitation waters;

2.2. Products were not removed and were assembled to the support structure only once; the Warranty is valid only for the first facility where panels were assembled;

2.3. cladding of sandwich panels was not damaged mechanically or chemically;

2.4. surface (cladding) of sandwich panels is kept clean throughout the whole period of use, and after assembly of such panels, their surface (cladding) is maintained in accordance with the Warrantor's instructions and technical catalogues. In particular:

2.4.1. it is not allowed to leave any filings after edge cutting, driving screws or drilling holes on the surface of the panels, as well as get the panels into contact with copper or a liquid flowing out of copper pipes, or wet concrete, impregnated or wet wood, touch-up paints or other permanently damp surfaces or substances;

2.4.2. it is not allowed to use improper sealing and accept any construction defects at edges, hip tiles, roof valleys, overlaps which cause drainage of water or contaminated substances onto bottom part of a sandwich panel or directly into sandwich panel joints;

2.4.3. surface of sandwich panels should be washed and cleaned after each soiling with non-scratching and non-marking tools, and with use of washing preparations suitable for organic coatings approved for use by the National Institute of Public Health – National Institute of Hygiene;

2.5. sandwich panels which are exposed to atmospheric conditions were used (installed) at a maximum height of 900 metres above sea level..

3. The following situations are excluded from the Warranty:

3.1. damages caused by reasons for which the Warrantor is not responsible, and in particular caused by improper transport (in case of personal collection), storage, reloading or during installation (in particular due to failure to follow the Warrantor's instructions and technical catalogues);

3.2. defects caused by incorrect selection of sandwich panels by the Buyer, in particular not in accordance with their intended use as specified in the Warrantor's technical catalogues and instructions, Strength Properties Tables and valid Polish Standards (in particular in PN-EN 14509:2013); the Buyer is responsible for a correct selection of sandwich panels according to the needs;

3.3. effects of natural ageing (wear) of the Product;

3.4. differences in surface texture or differences in shades of colours of particular claddings (coatings), in particular coming from two different manufacturing batches – due to permissible tolerances in accordance

with valid standards;
3.5. sandwich panels (of whatever colour or type of the cladding) used (installed) in environments with atmosphere corrosivity higher than C3 according to PN-EN ISO 12944-2:2001;

3.6. sandwich panels being constantly subjected to temperatures above 60° C.

IV. Conditions for provision of Warranty for a further period of 24 months, i.e. for a total period of 60 months

1. The warranty for sandwich panels with claddings in very bright and bright colours (according to colour classification defined in PN-EN 14509:2013 and § 11 par. 1 par. 1 item 1.10 of GCS) shall be provided for a further period of 24 months following the period of 36 months from the date of release of sandwich panels, i.e. for a total period of 60 months starting from the date of release of sandwich panels, on condition a technical inspection of these sandwich panels (after 36 months from the date of release of goods) is conducted, without any objections, by the Warrantor (or its authorized entity). Technical inspection shall be carried out by the Warrantor (or its authorized entity) in the location where Products are installed, at the expense and at the risk of the Buyer. Technical inspection should take place after 36 months from the date of release of goods, but within 37 months from the date of release of goods, once both parties have agreed its date (at least 14 days in advance). Conduction of technical inspection shall be confirmed in a written account (technical inspection protocol) signed by both Parties.
2. After the conduction of technical inspection, if any objections (in technical inspection protocol) are raised by the Warrantor concerning the condition of Products, the Warrantor may refuse to provide the Warranty for a further period or provide further Warranty on condition the maintenance works of Products are conducted as defined in technical inspection protocol. Maintenance works of Products must be carried out within the specified term, and at the expense and at the risk of the Buyer. After the maintenance works are carried out, however no later than within 1 month from the date of raising objections (in technical inspection protocol) by the Warrantor, following item 1 above accordingly, the Parties shall conduct a technical inspection once more at the expense and at the risk of the Buyer.
3. The Warranty for a further period shall be provided on condition the Warrantor conducts a technical inspection of Products without any objections and issues the Buyer an appropriate document to confirm provision of the Warranty for a maximum period of 60 months starting from the date of release of the Product to the Buyer.

V. Final provisions

1. The Warrantor shall only be liable for covering costs for the repair of defective Products, and when Product must be replaced, to deliver a defect-free product to replace the defective one. The Warrantor shall not be any further liable for, in particular shall not bear any costs related to disassembly and assembly of panels, their storage, delivery and costs related to the company's downtime. In any case, the Warrantor shall only be liable for the net price for sold goods, actually paid by the Buyer.
2. Without the Warrantor's written consent, otherwise null and void, it is not possible to transfer the Buyer's rights under this Warranty to any third parties (prohibition on transfer).
3. In areas not covered by this Warranty, provisions of the Warrantor's General Conditions of Sale and the Civil code shall apply.
4. This Warranty is governed by the Polish law. Any references to applicable laws shall be understood as references to Polish laws, except conflict rules containing a reference to a foreign law.
5. Potential disputes which may arise from this Warranty shall be settled amicably by the Parties. If no agreement is reached, a dispute shall be settled by a competent court of law having jurisdiction over the registered office of the Warrantor.