



## GENERAL GUARANTEE TERMS

Trzebnica '2020



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**PLAST-MET Systemy Ogrodzeniowe Spółka z Ograniczoną Odpowiedzialnością Spółka Komandytowa**

**ul. Milicka 34 55-100 Trzebnica tel. +48/71/312-07-93; fax. +48/71/387-08-30**

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General Guarantee Terms - PLAST-MET Systemy Ogrodzeniowe Sp. z o. o S.K.

## I. GENERAL GUARANTEE TERMS

1. The guarantee is valid within the EU and applies to products of "PLAST-MET" seated at ul. Milicka 34, 55-100 Trzebnica, purchased and installed in the EU.
2. Liability under the guarantee applies only to defects arising from causes inherent in the product.
3. The guarantee does not cover damage caused during transport by the Point of Sale, the Customer or third parties.
4. The basis for making claims under the guarantee is proof of purchase and a correctly and completely filled out guarantee card (the guarantee card is issued by an authorized Point of Sale).
5. Complaints should be submitted immediately (no later than 14 business days) after finding a defect or a fault caused by it **in writing** on "**Complaint Form**" available on the Seller's website at: [www.plast-met.pl](http://www.plast-met.pl).
6. A correctly and legibly completed Complaint Form should be delivered to the Seller in person or by e-mail to the following address: [reklamacje@plast-met.pl](mailto:reklamacje@plast-met.pl).
7. The Seller is obliged to consider the complaint within 14 business days from the date of receipt and provide the proposed manner of its settlement. The fact that the Buyer lodges a complaint may not constitute grounds for the Buyer to suspend payment for correctly delivered Goods.
8. Visible defects must be reported before installing the Product. The use of a defective product is prohibited because it may endanger the safety of the user and increase the scope of repair costs in an unjustified manner. The Producer is not liable for damages resulting from the use of a defective or damaged product.
9. If, in the opinion of the Seller, in order to determine the defects, it is necessary to carry out a technical expert opinion, the Seller shall make a statement on the quality of the Goods after obtaining appropriate assessment.
10. The manufacturer shall not be liable for damages that arise in the Customer's assets other than the subject of the guarantee.

## II. PRODUCT GUARANTEE PERIOD

Producer "PLAST-MET" seated at ul. Milicka 34, 55-100 Trzebnica provides a guarantee for the proper functioning of the product for a period of 2 years from the date of purchase, but not longer than 2 years and 6 months from the date of manufacture indicated on the product's data plate; provided that the product is installed and used in accordance with the Installation Instructions, and that the product is used in accordance with its intended purpose.

### III. ANTI-CORROSION GUARANTEE PERIOD:

1. 10\* years for elements of NOF residential fences (gates, wickets, segments, posts) and industrial (sliding gates, double-leaf gates, wickets - SOLID, SPECIAL, UNIVERSAL version, fence panels, posts, accessories) galvanized and powder coated with polyester paints (DUPLEX system) - from the date of sale (however not longer than 2 years and 6 months from the date of production),
  - a) The guarantee covers corrosion resistance of hot-dip galvanized products (DUPLEX system).
  - b) Changes in the colour of coatings, lock and hinge accessories of gates and wickets, elements made of plastic, rails and running profiles as well as moving elements are not covered by the extended anti-corrosion guarantee and the guarantee period is 12 months.
  - c) The guarantee is granted provided that the assembly was carried out in accordance with the Installation Instruction and User Manual and the principles of the construction craft, and the product is used as intended.
  - d) The guarantee is granted on products and on corrosion protection, provided that the products are not exposed to temperatures below  $-30\text{ C}^{\circ}$  and above  $+50\text{ C}^{\circ}$  and will be installed at a temperature not lower than  $-10\text{ C}^{\circ}$ .
  - e) The guarantee is granted provided that the products will be used under normal environmental conditions without contact with aggressive substances.
  - f) Products operated in an environment of very high corrosivity (category C5 according to PN-EN ISO 12944-2) are excluded from the guarantee.
  - g) Cutting edges unsecured at the factory or made during assembly (wire ends, hole edges, etc.) within 10 [mm] of the cutting line are excluded from the guarantee.
  - h) Products operated closer than 500 m from the sea shoreline are excluded from the anti-corrosion guarantee.
2. 2 years for elements of NOF residential fences (gates, wickets, segments, posts) and industrial fences (gates, wickets, fencing panels, posts, accessories) hot-dip galvanized in accordance with PN-EN ISO 1461 - counting from the date of sale (however not longer than 2 years and 6 months from the date of production).  
The guarantee is limited if the product has been installed in a highly aggressive environment:
  - a. For components mounted outdoors in industrial hinterland or urban areas on the coast (C4 high corrosive risk) 15 months.
  - b. For components installed outdoors in industrial areas with high humidity or high chloride content (coast) (C5 very high corrosive risk) 12 months.
  - c. For elements installed outdoors near the sea in temperate areas (C6 very high corrosive risk) 6 months.
3. 2 years for automation, subject to the condition that the assembly of the automation will be carried out by an authorized entity (the guarantee does not cover batteries and bulbs).

#### **IV. GUARANTEE SERVICE**

1. During the guarantee period, any product defects caused by identified material or manufacturing defects are removed.
2. If a product defect is found, the manufacturer decides how to remove it.
3. The obligation to disassemble and prepare the defective goods for collection rests with the Buyer.
4. Any damages or deficiencies resulting from manufacturing errors or material defects will be removed as soon as possible, not exceeding 45 business days from the date the complaint is accepted.
5. The Product repair period may be extended if components need to be replaced, which the Manufacturer must receive from sub-suppliers.
6. Replaced parts become the property of the Manufacturer or a service provider authorized by the Manufacturer. The manufacturer grants guarantee for new components for a period of 12 months from the date of replacement.

#### **V. GUARANTEE SERVICE SHALL NOT BE PROVIDED IN THE CASE OF:**

1. Incomplete complaints or filed after the guarantee period has expired.
2. Complaints submitted by telephone.
3. Mechanical damage caused during unloading, storage, installation and use of products contrary to their intended use.
4. Installation carried out by an incompetent person\*\* and not in accordance with the Installation Instructions and User Manual.
5. Inappropriate operation or use inconsistent with the Product Installation and Operation Instructions or use of the faulty product.
6. External factors such as: fire, water, salts, lyes, acids, organic solvents containing esters, alcohols, aromas, glycol ether or chlorinated hydrocarbon materials and other aggressive chemical substances (e.g. cement, lime, abrasive and cleaning agents that cause defects) material or scratches) or abnormal weather conditions, natural disasters and random events.
7. Coating leaks during and after assembly of products, such as scratches, abrasions, impact.
8. Interference in the operation of the control device due to strong magnetic field from nearby energy or radio equipment.
9. No surge protectors.
10. Modifications or design changes made by the user or third parties not authorized by the manufacturer to make such changes. The Seller is not responsible for damages and hazards resulting from the use of modified goods.
11. Repairs carried out by incompetent persons\*\* or not authorized by the Manufacturer.
12. The use of spare parts or additional devices interfering with the product from manufacturers other than the original parts of the Manufacturer, without the written consent of the Manufacturer.
13. Assembly non-compliant with the principles of technique and construction craft.
14. Damage caused by improper storage or storage of the product.

## VI. FINAL NOTES

1. Technical drawings and product data sheets are an attachment to the product.
2. The costs of repairing faults and defects not subject to guarantee repair are borne by the Buyer.
3. If it is necessary to transfer the subassembly for expertise to the supplier, the complaint consideration period may be extended.
4. The guarantee for the product sold does not exclude, limit or suspend the Buyer's rights arising from the provisions on guarantee for defects of the item sold.

## VII. DISPUTES

1. In matters not covered by the provisions contained in the GGT, the provisions of the Civil Code and the Act on payment deadlines in commercial transactions shall apply (Journal of Laws No. 139 of 12.06.2003).
2. Both the Seller and the Buyer shall endeavour to settle any disputes amicably. In the event of failure to reach an agreement, the court having jurisdiction over the dispute shall be the General Court of Justice of the Seller.
3. Only the provisions of Polish law apply to the agreement.

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\* annual, paid inspection required after 2 years of operation (the manufacturer accepts the service inspections carried out by the manufacturer's service groups and authorized distributors).

\*\*competent person - a person provided with the necessary instructions, properly trained, with qualifications resulting from knowledge and practical experience, ensuring correct and safe assembly.