

Gutter system
KROP PVC
Contractual
Warranty

Blachotrapez Sp. z o.o. ul. Kilińskiego 49a, 34-700 Rabka-Zdrój MANUFACTURING PLANT Polanka 323, 32-400 Myślenice, Poland

## A. GENERAL TERMS AND CONDITIONS

- 1. Blachotrapez sp. z o.o. with its registered office at: ul. Kilińskiego 49a, 34-700 Rabka Zdrój, hereinafter referred to as the Warrantor, hereby grants warranty for mechanical durability of the KROP PVC gutter system.
- 2. Warranty for mechanical durability shall be granted for the period of 20 years.
- 3. The liability under this Warranty shall only comprise defects attributable to the object of sale.

## **B. WARRANTY TERMS AND CONDITIONS**

- 4. The Warranty shall be effective only if it is provided with the purchase document (invoice) and its validity period shall start on the date of purchase.
- 5. The Warranty shall be applicable solely to gutter systems installed in the territory of the European Union and in countries with similar climatic conditions.
- 6. The Warranty shall be granted only to the extent referred to in items 1-3 and shall comprise neither defects nor damages of the system caused after Product's release, in particular resulting from:
- unintended use:
- improper storage and transport; the Storage and Transport Instructions are provided at www.kropsystem.eu;
- assembly not in line with the Assembly Manual; the Assembly Manual is provided at www.kropsystem.eu;
- impact of environmental factors that cause changes to the colour of the products;
- mechanical damage caused by third parties, force majeure or random events;
- application of other manufacturer's system components;
- failure to perform the regular cleaning (failure to remove sludge and dirt that prevent the flow of water) and maintenance of the system, i.e. as necessary, but at least once a year.
- 7. The Warranty shall not cover metal components.
- 8. The Warrantor shall reserve the right to modify the Product, change its colour variety or cease manufacturing of a component.
- 9. The Warrantor informs that if a defective Product is replaced with a new one, its colour shade or gloss may differ from the Products complained about and from other previously installed components of the gutter system. The Warrantor shall not assume any responsibility in this respect.
- 10. After the release of the Product, the Warrantor shall not be held liable for any defects or damage.

## C. RIGHTS AND OBLIGATIONS

- 11. The owner of the warranty document and purchase document shall be entitled to exercise the warranty.
- 12. The Warranty is a voluntary declaration of the Warrantor and its scope shall be specified in detail herein. The Warrantee may only request replacement of claimed components of with new ones, free from defects. This shall mean that during the term of Warranty the Warrantor shall be solely obliged to deliver free of charge components that are free of defects to the point of purchase or to another location indicated by the Warrantor, provided that the Warranty claim is accepted.
- 13. Provision of the warranty excludes the seller's liability for defects. The warranty for the consumer goods sold does not exclude, restrict or suspend the consumer's rights within the meaning of Art. 22 (1) of the Civil Code.
- 14. The information provided on the Warrantor's website may be amended which shall not give rise to the obligation to notify the Purchaser each time such changes are made. The information available on the Warrantor's website on the date of purchase of the Product shall be binding and shall remain valid throughout the entire term of the Warranty.

## D. SUBMITTING AND HANDLING COMPLAINTS

- 15. The complaint shall be handled only if defects are reported at the place of purchase of the system or directly at the Warrantor's e-mail address: serwis@kropsystem.pl within 14 business from noticing such defects.
- 16. The complaint must include: a copy of purchase document; description of the defect, including the date and address of the gutter system installation site; a photograph illustrating the type of defect. If case of failure to provide these documents along with the complaint, the complaint shall not be handled.
- 17. The Warrantor shall handle the complaint within 21 days from the date of its submission. The date of submission shall be the date of receipt of the complaint.
- 18. The complainant shall be obliged to allow the Warrantor's representative to inspect the system at the site of installation.

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