A. GENERAL TERMS AND CONDITIONS

1. Blachotrapez sp. z o.o. with its registered office in Rabka Zdrój 34-700 at Kilińskiego 49a Street, hereinafter referred to as the Guarantor, grants a warranty for perforation due to corrosion and colour stability of the KROP STAL gutter system.

2. The warranty is granted for a period of time:
   - 40 years for perforation due to corrosion and 15 years for colour stability when installed outside the building in an environment of C1-C3 corrosion class
   - 15 years for perforation due to corrosion and 15 years for colour stability when installed outside the building in an environment of C4 corrosion class.
   The corrosivity classes shall be adopted according to EN ISO 12944-2.

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 aggressive and corrosive factors, such as: air with high level of salinity or industrial and commercial pollution, contact with corrosive chemicals, ash, glowing fragments (sparks) of burnt/melted substances, contact with cement, cement dust, corroded metal parts, copper or liquids previously in contact with these items and substances;
   - 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 powder coated or wet painted metal components.

8. The Warranty shall not cover system components painted by the Purchaser.

9. The Warrantor shall reserve the right to modify the Product, change its colour variety or cease manufacturing of a component.

10. 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.

11. After the release of the Product, the Warrantor shall not be held liable for any defects or damage.

C. RIGHTS AND OBLIGATIONS

12. The owner of the warranty document and purchase document shall be entitled to exercise the warranty.

13. 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.

14. 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.

15. 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

16. 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.

17. 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.

18. 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.

19. The complainant shall be obliged to allow the Warrantor’s representative to inspect the system at the site of installation.