



VITROTERM - MURÓW S.A.
NOTHING'S IMPOSSIBLE WITH GLASS!



GENERAL TERMS OF WARRANTY FOR ARTICLES FROM GLASS

GENERAL TERMS OF WARRANTY FOR ARTICLES FROM GLASS

VITROTERM-MURÓW S.A.

Effective from 15.01.2024

The table below presents the scope of the Warranty for each type of Vitroterm-Murów S.A. to current harmonized European standards.

PRODUCTS	WARRANTY SCOPE	COMMENT	STANDARD
INSULATED GLASS UNIT (IGU)	5 years WARRANTY for tightness (does not apply to IGU with ornamental glass and glass shapes other than those specified in PN-EN 1279)	If the Buyer anticipates thermal loads on the insulating glass units exceeding 70 degrees C, silicone should be used instead of polysulfide / polyurethane as a secondary sealant, otherwise the complaint will be rejected.	PN-EN 1279 / Quality criteria for Insulated Glass Unit/General Technical Conditions
INSULATED GLASS WITH INTERNAL BLINDS	<p>5 years WARRANTY for tightness (does not apply to IGU with ornamental glass and glass shapes other than those specified in PN-EN 1279)</p> <p>5 years WARRANTY under standard conditions of use, for all blind components located in a tight insulated glass unit.</p>	For motorized blinds electrical in combination with electronic accessories supplied by third parties, the Customer must ensure that such accessories are fully compatible with the products supplied by Vitroterm-Murów S.A., Installation is proprietary for qualified service. Using accessories incompatible or unauthorized tampering voids this warranty. In case of exchange for warranty basis products, the temporary validity of the Warranty for a new product delivered does not extend validity product Warranty delivered for the first time.	<p>PN-EN 1279 / Quality criteria for Insulated Glass Unit / General Technical Conditions</p> <p>Blinds manufacturer's technical guidelines.</p>
MULTI-LAYER GLASS (LAMINATED)	5 years WARRANTY to maintain the adhesion (except for the 50mm edge band from the edge of the glass and the edge of the hole)	In case of installation in very humid environments, ie exposed to water and with an average air humidity above 70% / width of the belt is not subject to the Warranty is 100mm / Maintenance adhesion = delamination	PN-EN ISO 12543 / General Technical Conditions/ Quality Criteria for Insulated Glass Unit

PRODUCTS	WARRANTY SCOPE	COMMENT	STANDARD
TEMPERED GLASS (ESG)	Lifetime WARRANTY for safety glass parameters-defragmentation, mechanical strength		PN-EN 12150 / General Technical Conditions / Quality Criteria for Insulated Glass Unit
TEMPERED GLASS (ENAMELED GLASS)	5 years WARRANTY for mechanical strenght of enamel	* Does not concern glass with non slip printed layer	PN-EN 12150 / General Technical Conditions / Quality Criteria for Insulated Glass Unit
THERMAL REINFORCED GLASS (TVG)	Lifetime WARRANTY for increased tension resulting from temperature difference on glass surface		PN-EN 1863 / General Technical Conditions / Quality Criteria for Insulated Glass Unit
GLASS INSPECTION FOR THE PRESEERVATION OF SULPHIDE NICKEL HEAT SOAK TEST	Lifetime WARRANTY for increased mechanical resistance of glass exposed to high temperatures		PN-EN 14179 / General Technical Conditions / Quality Criteria for Insulated Glass Unit
GLASS WITH VARIABLE TRANSPARENCY FOIL (SONTE)	2-year warranty on the loss of performance of SONTE Film, defined as the ability to transition from opacity to transparency	Requires the use of electrical accessories compatible with the product	The detailed warranty terms are available on the film supplier's website: www.sonte.eu
FIRE- RESISTANT GLASS CONTRAFLAM FIRE- RESISTANT GLASS CONTRAFLAM	5-year WARRANTY for significant reduction in the transparency of Contraflam glass. 5 years WARRANTY for tightness (does not apply to IGU with ornamental glass and glass shapes other than those specified in PN-EN 1279)	Under the condition correct installation and failure to exceed permissible range of temperatures for the layer indirect from: -10 degrees C to + 45 degrees C.	Detailed WARRANTY conditions for fire-resistant glass can be found in the file of the Contraflam glass manufacturer: www.vetrotech.com/pl-pl/pliki-do-pobrania

General comments:

- 1)** Additional documents are available at vitroterm.pl.
- 2)** WARRANTY covers Products manufactured by Vitroterm-Murów S.A. (hereinafter also as the Seller) and used in civil engineering for their purpose. The Seller is only liable for the correct performance of the order, in accord with the parameters indicated by the Buyer in the order placed. In particular, the Seller shall not be liable for the use of the delivered Goods contrary to their intended use, for its suitability for the purpose intended by the Buyer and for faulty assembly, as well as for choosing the thickness, shape and type of glass edge treatment and for carrying out all calculations related to the construction, including static calculations.
- 3)** Buyers to keep the terms of the WARRANTY should be used for assembly: General Installation, Assembly and Maintenance Recommendations; For cleaning: General Glass Cleaning Instructions and General Technical Condition and in addition the General Quality / Quality Criteria for insulated Glass Unit.
- 4)** The WARRANTY period begins when the Articles are delivered to the Buyer, and if the delivery is made by the Buyer - from the moment of commencement of loading on Buyer's means of transport.
- 5)** WARRANTY expires if the Articles have been processed, altered, damaged or if the Buyer does not follow the policies indicated in the documents referred to in paragraphs 1 and 3 of this document, as well as if the defects were not reported to the Seller immediately after disclosure, if they could be noticed with due diligence.
- 6)** Responsibility of Vitroterm-Murów S.A. under the WARRANTY is limited to the supply of defect-free Articles to the place of original delivery, excluding all other costs, including product exchange costs, provided the defect has arisen and has been notified during the term of the warranty and was caused by the Seller. The buyer is obliged to return the advertised Articles.
- 7)** Any departure from the foregoing rules must be agreed between the Parties before delivery of the glass to the Buyer and shall be in writing under pain of invalidity.
- 8)** WARRANTY is not covered and is not subject to the conformity assessment process with any document, referring to glass processing services entrusted. For this service, no Declaration of Utility is issued and no Vitroterm-Murów S.A. or other sign is assigned. Vitroterm-Murów S.A. does not accept and is not responsible for the products entrusted for any mechanical damage (cracks, scratches, etc.).
- 9)** Due to the technological constraints of the manufacturers of production lines - IGUs with a ratio of sides greater than 1:10 are not covered by the WARRANTY.
- 10)** The applicable harmonized standards indicated in this WARRANTY are available for inspection at the Seller's own location - without the possibility of copying.
- 11)** Properties of the Articles described in the document: Specific properties of IGU or other phenomena considered natural are not covered by this WARRANTY.
- 12)** Declaration of Conformity (CE) issued by the Seller as a Manufacturer of Articles is available on Buyer's demand.
- 13)** Seller shall not be liable for crashes or other external physical or chemical damage to articles resulting from or claimed upon receipt by the Buyer. The Seller may recognize such a case as a justified claim only if the Buyer is unquestionably demonstrating that the defect advertised was due to a cause for which Seller is liable. Seller is not liable for damages caused by improper storage of articles and the effects of using inappropriate installation and assembly materials, such as silicones, adhesives (also solids – polymeric blocks) that can react chemically with elements of the seller's article and cause so-called "butyl outflow".
- 14)** Seller is not liable for damages caused by improper storage of articles and the effects of using inappropriate installation and assembly materials, such as silicones, adhesives (also solids – polymeric blocks) that can react chemically with elements of the seller's article and cause so-called "butyl outflow".
- 15)** The seller is not responsible for differences in shade of the Articles and other physical properties of glass and IGU delivered during the next delivery, which due to the components used and the elapse of time may not be identical to the shade of articulations or with the aforementioned physical properties of glass and IGUs as defined in the document. Some specific characteristics of IGU and slightly less than those provided in previous deliveries. The colour differences that can occur between neighbouring composite glass are acceptable if they meet the GEPVP (www.glassforeurope.com) criteria for measuring and evaluating the colour of coated glass used in facades.
- 16)** Non-compliance to Recommended Cleaning Methods - listed in the document Quality Criteria for the IGU and General Instructions for cleaning glass surfaces, results in the loss of warranty.
- 17)** For the IGU having the bars - the warranty is not affected by the phenomenon of "ringing the georgian bars", because this is a phenomenon related to external factors such as: atmospheric conditions, wind pressure, building vibrations, etc.
- 18)** For IGUs with georgian bars - Argon fill level is not covered by the Warranty.
- 19)** Any information regarding IGU assessment, are in the document: IGU Quality Criteria / IGU Specific Properties / Condensation on Glass / General Installation Recommendations.
- 20)** The Buyer is obliged to keep the full amount of the advertised Articles in a proper manner, preventing it from damage.
- 21)** The Buyer is obliged to return the advertised Articles on the day the Seller delivers the Articles free from defects or another date agreed between the Parties (up to 30 days). The refund will be confirmed by the driver or person at the place of delivery on the

document presented by the driver, which copy of the document will be left to the Buyer. After expiry of the above mentioned deadline, responsibility for the disposal of faulty articles as defective products or waste, goes to Buyer.

22) No return of the advertised article, within the above-mentioned deadline or insufficient security of the article until the inspection by the Seller - will result in the inability to determine the cause of defects. Delivery of defect-free articles will be implemented as new orders, and the Buyer will be obliged to pay for the defect-free supplies provided.

23) The Buyer is obliged to inspect the goods immediately upon receipt. Any claim relating to the quantity as well as visible defects or damage to the Articles should be reported to the driver at the time of receipt of the Article and confirmed by the Buyer or the person present at the place of delivery in the protocol drawn up in duplicate on the model presented by the driver providing the Articles signed by driver and the person collecting, one copy for each of the Parties. The protocol should describe the status of the cargo received along with an indication of the nature, locations of defects, the number of defects. The Buyer is obliged not later than the next business day, after delivery date send to seller in the form appropriate for placing orders a copy of the protocol together with photo documentation confirming the damage in transport.

24) Complaints concerning quality defects shall be submitted by the Buyer not later than at the end of the warranty period in a complaint form valid in Vitroterm-Murów S.A. or other form containing all information required in the Seller's form and sent by email to the Seller on the date of this document, together with photographic documentation disadvantages. Lack of photographic documentation may result in the complaint being disregarded.

25) The Buyer not comply with a term the complaint submission set in point 23 and 24 causes that the complaint will not be considered by the Seller.

26) In each case of the complaint, the basis for its consideration by the Seller is a properly prepared complaint document and photographic documentation prepared by the representative of the Buyer or the Seller.

27) Seller is not liable for damage caused to third parties by the Buyer provided with Article, also for damages caused by a dangerous product. The Buyer shall release the Seller from third-party liability and undertakes to satisfy all claims made by them.

28) Except the claims set out in this document, the Buyer shall not be entitled to any further claims under the Civil Code, as well as claims arising from other legal grounds, in particular claims under the warranty for physical defects of the Goods (Rękojmia "polish" is excluded).

29) In the case of conditional complaints, this is the situation where the Seller provided the Buyer Goods free from defects before examination of a claim, and the complaint can not be considered on the basis of photographic documentation or in the case of lack of documentation, the Buyer is obliged to deliver the Goods to the Seller within 30 days calendars counted from the date of notification of such a request by the Seller. After the ineffective expiration of a term, the complaint will be considered illegitimate and the Buyer will be obliged to pay the price for the delivered Goods in accordance with the provisions of point 22 sentence 2.

30) The Seller's responsibility in product exchange costs as well as other additional costs is excluded by the general conditions of sale.

31) All disputable issues related to the sale of the Goods by the Seller shall be recognized by a court of general jurisdiction having over the headquarter of the Seller based on provisions of Polish law.

32) This document sale of goods excludes: The application of the Vienna Convention on Contracts for the International Sale of Goods (Vienna, 1980).

33) All warranty and complaint claims will be considered and handled after the appropriate complaint submitted by the customer /Buyer. The minimum when submitting a complaint is:

- completed complaint form,
- photo defects / preferably with a measure / ruler / measuring (if it is necessary for a spot defect),
- photo of the label or description on the frame (if the required data is not provided in the complaint form).

The documents referred to in these General Terms of Warranty are available at www.vitroterm.pl

At the Buyer's request, they may be provided in the form appropriate for placing orders.

For issues not covered by these General Terms and Conditions, the General Terms and Conditions of Sale apply.

In the event of a discrepancy between the General Sales Terms and the General Terms of Warranty, the General Sales Terms shall prevail.