

## **GUARANTEE**

Solcraft Sp. z o. o. based in Bogdanka 7F; 95-060 Brzeziny, hereinafter referred to as "Solcraft", provides a limited warranty for the material purchased on the basis of the offer/agreement/order ..... of ..... for ..... called hereinafter referred to as "Buyer".

Pursuant to the terms of this limited warranty, Solcraft warrants that for a period of 10 years, hereinafter referred to as the "warranty period", counted from the date of ..... panels ..... under normal operating conditions will not delaminate or corrode as a result of material defects exceeding 10% of their surface.

### **Warranty conditions**

1. Panels ..... must be installed in accordance with the assembly guidelines available on the Solcraft website or using the assembly, construction and insulation materials indicated by Solcraft.
2. The facility in which the panels mentioned in point 1 are used must meet the air exchange standards corresponding to wooden buildings, in particular the humidity standards assigned to the conditions of use of the panels used.
3. Panels - for the purposes of this limited warranty - cannot be considered defective unless the conditions described in point. 2, corresponding to the standards assigned to the panels' components, in force on the date of granting this warranty.
4. Solcraft's obligations under this limited warranty do not apply if Solcraft panels are used with panels of a different standard and manufacturer.
5. This limited warranty applies only to panels for which Solcraft has received compensation.
6. This limited warranty covers only manufacturing defects and does not cover panels that may have been damaged due to improper transportation, installation, use of other materials in contact with Solcraft panels, physical damage as a result of fire, hail, chemical exposure or unusual force or pressure.
7. This limited warranty does not cover the quality of the installation of the panels or their damage caused by the installers, as well as occasional noises (cracks) resulting from the expansion of the structure and steel coatings caused by the drying of the wood or changes in roof temperatures.
8. The granting of this warranty is tantamount to excluding Solcraft's liability under the warranty. The buyer is not entitled to warranty rights, even if the remaining warranty provisions do not apply.

### **Procedures**

When submitting a complaint, before the expiry of the warranty period and based on the terms of this limited warranty, in writing to the buyer at the following address: Bogdanka 7F; 95-060 Brzeziny or [biuro@solcraft.pl](mailto:biuro@solcraft.pl) should provide the following data:

1. Buyer's name, address and telephone number.
2. Place and date of installation of the panels
3. Installation contractor
4. Description of the problem or alleged defect
5. Purchase document

Warranty claims must be received by Solcraft no later than thirty days after purchaser becomes aware of the facts giving rise to the warranty claim. Exceeding this period will void the warranty as time to remedy the defect is essential to this limited warranty. Once the warranty claim has been received by Solcraft, the buyer must allow Solcraft access to the building and the opportunity to inspect the structure and slabs ..... considered to be defective and take such other action as Solcraft deems necessary to perform its obligations under this Limited Warranty.

### **Warranty Limitations**

Solcraft is a supplier of ..... panels and is not responsible for the actions or omissions of the general contractor, engineers, architects or other third parties involved in the construction process using the above-mentioned panels. Solcraft's warranty obligation only applies to the repair of defective panels to restore their original functions. Solcraft is not responsible for possible demolition or assembly costs - the Buyer is responsible for such costs. Based on this warranty, the buyer may not pursue any claims from Solcraft other than those resulting from the warranty, in particular for direct, indirect, special, incidental or consequential damages, claims for lost benefits, profits, business interruption, loss of health, persons or property, or other incidental or consequential damages, whether arising from Solcraft's fault or negligence, even if Solcraft has been advised of the possibility of such damages. This limitation of legal protection covers all claims for any reason, regardless of the form of action and the form of the concluded contract. In no event shall Solcraft's liability exceed the total amount of all payments received by Solcraft under the contract which give rise to the warranty.

### **Warranty Exclusions**

This limited warranty is in lieu of all other warranties, express or implied, including any implied warranties of usefulness for a particular purpose. This limited warranty is the exclusive warranty to the buyer by Solcraft.

### **Jurisdiction**

This limited warranty is governed exclusively by Polish law. Any dispute or claim arising under this limited warranty will be resolved amicably or in court. The court assigned to Solcraft's registered office is competent to resolve legal disputes.

### **Contractual part**

This Warranty constitutes the understanding and consent of the purchaser and Solcraft with respect to the subject matter hereof and does not include any promises, representations, agreements or undertakings, whether oral or in writing, except as provided in this agreement. No representative or employee of Solcraft, or any third party, has the right to hold Solcraft liable in respect of panels manufactured by Solcraft. Any changes or modifications to this limited warranty must be in writing and signed by an authorized officer of Solcraft.

### **Assignment of warranty**

This limited warranty is issued on a one-time basis and is not transferable to anyone without Solcraft's consent.