

GENERAL TERMS OF WARRANTY

§1 General Provisions

1. This document includes General Terms of Warranty (hereinafter referred to as: GTC binding in w ROLLFORM Polska sp. z o.o. with its registered office in Łódź (93-465), ul. Dubois 114/116, suite 2.01, registered in the Register of Entrepreneurs kept by the 20th Section of the National Court Register for Łódź-Śródmieście District in Łódź under KRS No 0000762681, NIP: 8311638200 (hereinafter referred to as the Manufacturer).
2. For the purposes of the GTC, a Customer shall be understood as the Buyer or User of the Product.
3. The warranty period shall begin at the moment of the structure sale.
4. The use of a suitable structure is in the interest of the Customer – an improperly selected structure is not subject to complaint. A proper selection means the use of a suitably robust structure, adequate to the type and location of the investment, in particular in consideration of the prevailing wind and snow zones in Poland. The manufacturer shall specify these values in the product data sheets, or in the declaration of performance for individual or non-typical orders.

§2 Terms of Warranty

1. A Customer shall lose the warranty right, if the Customer disturbs the Structure or if such actions are performed by any external companies. It is forbidden to undercut, drill, grind or change the dimensions of any component. Any deviations from this clause shall require the approval of the Manufacturer.
2. The guarantee covers the service-inherent defects and defects of materials used.
3. Any defects revealed during the warranty period will be removed at the expense of the Manufacturer.
4. It is the Manufacturer who shall decide about the method of removing defects.
5. The manufacturer reserves the right to assess and qualify defects.
6. The manufacturer reserves the right to charge costs, if the complaint request proves to be groundless.
7. The basis for the complaint shall be the warranty card and the invoice issued for the Structure. Complaints will not be considered without these documents. It is not possible to issue a duplicate of the warranty card.
8. The warranty does not cover the following Products:
 - a. Discounted products as defective ones,
 - b. Containing defects or damage due to which the price has been reduced,
 - c. For which the fee has not been paid, or has been paid 90 days after the due date,
 - d. Having damage caused by fortuitous events and natural disasters such as: strong wind, fire, flood, burglary, devastation,
9. The warranty does not cover the activities specified in the OMM [Operation and Maintenance Manual] as those which should be done by the Buyer, i.e. basic maintenance activities such as adjustment, cleaning, tightening of fixing screws and other fasteners. Details of these activities are further described in the OMM document.



10. Periodic technical inspections should be confirmed in the warranty card by recording the date of inspection, details of the person conducting the inspection, a description of the activities; all this should be confirmed by the signature and stamp of the person conducting the inspection.
11. The Buyer/User is responsible for periodic inspections of the Structure. Each inspection should be recorded in the warranty card. Details of servicing are included in the Operation and Maintenance Manual. The inspection shall be confirmed by the invoice received for a given service.
12. The Manufacturer reserves the right to make changes in the Products. The changes are intended to improve the Product.
13. Any repairs or modifications by unauthorised persons shall result in the loss of the right to warranty.
14. The buyer shall lose the right to warranty, if:
 - a. Components have mechanical damage caused by improper use, errors arising during transport, unloading, improper storage, incorrect installation,
 - b. The Buyer has made any modification in the Structure on his own,
 - c. Defects resulted from any actions done against the recommendations contained in the Operation and Maintenance Manual;
15. A complaint shall be made at the place of purchase immediately after a defect is discovered. Defects that are detectable before installation and assembly should be reported immediately before the work is done.
16. These terms of warranty shall apply to purchases of Merchandise directly from the Supplier as well as from the Supplier's Authorised Agents and any other suppliers and installers who are authorised to issue warranty documents to Customers relating to the Merchandise.
17. The warranty for Structure shall be given for a period of 25 years, excluding galvanic coatings.
18. The warranty for prestressed concrete shall be given for a period of 30 years.
The warranty for the Magnelis galvanic coating shall be given for 15 years. The warranty for zinc-plated coating shall be 1 year. Detailed warranty terms according to Arcelor Mittal's GTC.
19. The Supplier's liability under the warranty shall expire, if it becomes impossible to meet it due to the circumstances Beyond the Supplier's control.

§3 Acceptance and Processing of Warranty

1. The Manufacturer's liability under the warranty shall arise only after the Customer presents a properly completed claim form, warranty card, a copy of the document of sale and the WZ [external release] document from the delivery.
2. Complaints shall be only accepted in writing via e-mail or post.
3. A complaint must be submitted in each case to the entity from which the Merchandise or Structure was purchased. This entity shall provide the Manufacturer with the complaint together with the Merchandise subject to complaint.
4. Any defects revealed during the warranty period shall be removed by the Manufacturer within the sales price, if the Manufacturer accepts the complaint.
5. Complaints should be made immediately after the defects in the Merchandise are revealed. The complaint shall be considered by the Manufacturer within 21 days of its receipt. The Manufacturer reserves the right to inspect/review the Merchandise or services that are subject to complaint after the complaint has been filed and before its acceptance.



6. A complaint report shall be drawn up during the inspection/review. The repair shall be done within a period not exceeding 1 month as of the date of the written acceptance of the complaint. The above period may be extended, if it is necessary to do any such activities during holidays or because of any other events beyond the Manufacturer's control. The Manufacturer shall notify the Customer about any possible extension of the repair period.

7. The Customer has the right to apply for replacement of the product by a defect-free one, if the Manufacturer, during the warranty period, has been unable to repair the product by making five repairs of the same element and the product still shows defects, which prevent the Buyer from its use as intended.

8. If a complaint is made about the Structure that has been already replaced once, and if the service technicians are unable to remove the defect to the Customer's satisfaction, any second complaint in relation to the same defect shall entitle the Manufacturer to reimburse the Customer for the value of the Merchandise and to remove the Structure within 4 weeks of the acceptance of the second complaint.

9. If the Manufacturer finds it impossible to repair the Merchandise, the Customer shall have the right to request the reimbursement of the price paid for the Merchandise and an immediate removal of the Merchandise.

10. Upon the reimbursement of the price paid, the Merchandise shall again become the property of the Supplier and the Customer shall be obliged to release it in the Supplier's possession.

§4 Use of the Structure

1. The Manufacturer excludes the possibility to use the Structure in any manner other than the support Structure for photovoltaic modules. The use of the Structure in a manner other than that specified by the Manufacturer in the Operation and Maintenance Manual shall result in the loss of warranty rights.

2. Basic maintenance operations such as adjustment, tightening of fastening screws and other fittings etc. are not subject to warranty services and shall be the user's responsibility. The foregoing activities must be done twice a year during the first year of use and once a year during the following years. The user shall be responsible for keeping these time limits. The confirmation of the inspection made must be recorded in the Warranty Card.

3. Periodic technical inspections should be confirmed in writing in the Warranty Card or in any other document, including a date of inspection, name and surname of the person conducting the inspection, description of actions done, signature and stamp of the person conducting the inspection. The inspection shall be confirmed by the invoice received for a given service.

Valid since 15.02.2022.

