

## LIMITED WARRANTY CARD

### I. GENERAL PROVISIONS

1. Whenever this warranty card mentions of the:

- a) Guarantor - it should be understood as DRUTEX Joint-stock Company (DRUTEX Joint-stock company) based in Bytów on Leńska 31, 77-100 Bytów, registered in the National Court Register under number 0000140428, NIP (VAT identification number): 842-16-22-720, REGON number: 771564493, Founding capital of 21,690,000 PLN paid in total;
  - b) Limited Warranty - it should be understood as the Buyer's right resulting from the Guarantor's statement, included in this warranty card with respect to Products purchased from the Guarantor's authorized dealers in the United States;
  - c) Assembly manual - it should be understood as „Assembly and acceptance guide of PVC, aluminum and wooden woodwork” (the manual is available in PDF on: „[https://e-portal.drutex.pl/pl/document/assembly\\_and\\_acceptance\\_guide](https://e-portal.drutex.pl/pl/document/assembly_and_acceptance_guide)” and in paper on Client's request);
  - d) <https://e-portal.drutex.pl/en/regulations/warranty-card-usa?date=2023-12-12>
- The Limited Warranty Card - it should be understood as this document, with the warranty statement of the Guarantor, available on: <https://e-portal.drutex.pl/en/regulations/warranty-card-usa?date=2023-12-12> or in paper form on Buyer's request;
- e) Consumer - it should be understood as subject mentioned in Article 221 of the Polish Civil Code of April 23 1964 (Journal of Laws of 1964, No. 16, item 93 as amended);
  - f) Buyer - it should be understood as professional entity or consumer purchasing the Product;
  - g) Producer - it should be understood as the Guarantor;
  - h) Product - it should be understood as window and door woodwork in PVC, ALUMINUM and WOOD offered in the course of a commercial activity of the Producer as well as additional products such as: external roller shutters (PVC), adaptive roller shutters (ALUMINUM), external roller shutters RS, accessories for the systems such as: handrails, handles, fanlight openers, ventilators, door closers, fittings and patent lock inserts, electric motors for roller shutters, electric locks - covered by the Warranty;
  - i) Service - it should be understood as employees or associates of the Guarantor who may, at the discretion of the Guarantor, perform activities aimed at assessing or exercising the Buyer's rights under the Warranty;
  - j) Seller - it should be understood as natural or legal person who, in course of the commercial activity, offers Products of the Guarantor on the market covered by the Warranty (USA);
  - k) Warranty claim or complaint - it should be understood as information about the Product's defect with a requirement to execute the rights resulting from the Warranty.
2. The Guarantor declares that the Products are made to the highest standards and are free from defects in materials and workmanship (manufacturing). The Products are designed and manufactured to last for many years of normal use when correctly selected, installed, used, and maintained.
3. This limited warranty is granted exclusively based on the relevant provisions of the law in force in Poland. Jurisdiction of courts and arbitration bodies outside of Poland is excluded.
4. Before purchasing the Product, the Buyer should check whether the Product meets the tightness, permeability, etc. classes in accordance with the conditions prevailing at the place of installation. This Limited Warranty is excluded with respect to Products that did not meet the requirements of the place of installation.
5. This Limited Warranty is not transferable to any third party. Only the first Buyer of a Product from the Guarantor's authorized dealer in the United States is entitled to this Limited Warranty.
6. This Limited Warranty sets forth the maximum liability for our Products. In no event (including where this Limited Warranty is deemed not to apply to the sale or Product in question) shall Drutex be liable for any incidental, consequential or special damages resulting from the sale, installation or use of any Drutex Products.
7. The exclusive remedy of the Buyer and the sole liability of Drutex for any and all claims, losses, injuries or damages (including claims based on breach of warranty, contract, negligence, tort, strict liability or otherwise) resulting from the sale of these Products, shall be only replacement of the Product. In no event shall the liability of Drutex exceed the price paid for the Product. Replacement Products shall be a reasonably similar current Product and may not exactly match the original. If Drutex accepts claim under this Limited Warranty and replaces Product, the costs covered by this Limited Warranty do not include any labor or material costs associated with finishing space surrounding or to the replaced Product, including furnishing any trim or other carpentry work. Replacement Product provided pursuant to this Limited Warranty shall be subject to the applicable Drutex Product Limited Warranty. The decision to direct Service to the Customer in connection with a claim shall be made solely by the Guarantor at its sole discretion.
8. All obligations and liabilities of the Guarantor under this Limited Warranty shall be valid and remain in force only provided that the Product is used as intended and is properly installed and serviced in accordance with the Manufacturer's recommendations.

### II. WARRANTY PERIOD

- 1. The warranty periods, for the Products manufactured by Guarantor, unless otherwise agreed, are as follows:
  - a) windows Iglo Energy Classic, Iglo 5 Classic in PVC systems - 10 (ten) years,
  - b) other, than mentioned in letter a), windows and balcony doors in PVC systems - 5 (five) years,
  - c) windows and balcony doors in ALUMINUM systems - 3 (three) years,
  - d) internal and external doors in PVC and ALUMINUM systems; External roller shutters (PVC), External roller shutters RS and adaptive roller shutters (ALUMINUM) and venetian blinds - 2 (two) years,
  - e) accessories for the above-mentioned systems, such as handrails, handles, fanlight openers, ventilators, door closers, fittings not as standard equipment, and patent lock inserts - the warranty period is 1 (one) year. Electric motors for roller shutters, electro-catches - 2 (two) years,
  - f) wooden windows and balcony doors - 3 (three) years,
  - g) wooden exterior doors - 2 (two) years,

- h) HS lift and slide doors (wood, PVC, aluminum), PSK tilt and slide doors PSK (wood, PVC, aluminum), folding doors (aluminum) - 2 (two) years.
- 2. The warranty period begins upon the moment of the sale of the Product by the Guarantor to the first Buyer (irrespective of the buyer's status) of the Product.
- 3. The Product or a part of the Product notified as the Warranty Claim will be covered by a warranty of 12 (twelve) months from the day of the replacement of the Product /part of the Product for a new one unless the existing warranty for the Product claimed is longer. In such case, the replaced Product or part of the Product shall be covered by the remaining period of the original warranty.
- 4. Removing the Product defect or exchanging the defective Product for a new Product, free of defects, shall not cause the running of a new Warranty period indicated in paragraph 1 above, nor its extension for the Product repaired/exchanged subject to provisions of the paragraph 3 above.

### III. PRODUCT DEFECTS COVERED BY THIS LIMITED WARRANTY

- 1. The Warranty covers Products assembled in line with guidelines indicated in this Warranty Card and in the installation manual and other documents to which this warranty refers.
- 2. The Warranty covers Products assembled (or transported) up to 600 meter (1,968 ft) above the sea level. Above this height should be applied elements that equalize pressure in the chambers - e.g. capillaries.
- 3. The Warranty covers Products that were properly assembled, properly used and properly serviced (maintained), in particular, fulfilling the following conditions:
  - a) installed in rooms regularly ventilated, with proper ventilations,
  - b) installed in rooms where relative air humidity does not exceed 70%,
  - c) coatings of wooden Products are maintained at least twice per year with the use of materials dedicated to treatment of wooden window and door woodwork; windows must be cleaned by using warm water with mild cleansing agents,
  - d) installation of Products doors should be executed after all the finishing work in the buildings has been completed (plaster work, screed, etc.); defects, which occur due to the Products' assembly carried out before the above-mentioned operations are completed, are not covered by the warranty.
- 4. The Warranty covers Products which:
  - a) do not show any marks of planning or construction changes,
  - b) storage and warehousing are carried out according to the requirements of PN-B-05000, which means that the storage should be organized in indoor, dry and ventilated spaces,
  - c) usage and maintenance are carried out in a proper way,
  - d) packaging, storage and transport shall be conducted in accordance with binding standards.
- 5. The Warranty covers the latent defects which are result of the defective execution of the Product or material defects:
  - a) wooden profiles - stability of the dimensions and forms and the durability of the profiles' construction connections,
  - b) window fittings - durability of the fittings parts and elements which are important for safety reasons,
  - c) glazing packages - the tightness of the composite glasses FLOAT and TERMOFLOAT type, assembled in the windows in normal conditions of the dust and moisture infiltration into the inner part of the composite glass,

The following defects in the glass are allowed in the edge zone and in the main zone of the composite glass (the edge zone is understood as: 10% of the respective dimensions of the width and height in light all around, and the main zone is understood as the area outside the edge zone), which defects are not subject to this limited warranty:

  - 1) point defects with dimensions equal to or less than 0.5 mm,
  - 2) point defects with dimensions greater than 0.5 mm and less than or equal to 1 mm - acceptable if not concentrated,
  - 3) point defects with dimensions greater than 1 mm and less than or equal to 2 mm - acceptable in the edge zone in the amount of 1 / running meter, and in the main zone in the amount of 2 / square meter,
  - 4) linear defects in the form of cracks - permissible in the edge zone in a dimension of not more than 25 mm and in the amount of not more than 4 / square meter,
  - 5) linear defects in the form of cracks - acceptable in the main zone in a dimension of not more than 12 mm and in an amount of not more than 1 / square meter,
  - 6) defects in the form of depletion and spalling - single defects of this kind with the largest dimension of up to 3 mm are permissible in the edge zone.

The above permissible defects do not apply to insulating glass units intended for structural glazing or insulating glass units made with enameled, patterned, fire-resistant, multi-layered glass.

For the purposes of the above glass defects (para. III.5.c.1-6), the Producer specifies that a concentration of defects occurs when at least 4 defects are located in a circle with a diameter of 200 mm;

  - d) the durability of the varnish coat, provided that natural changes of the wood color under the staining coats caused by sun exposure are not treated as a Product defect;- 6. The Buyer shall inspect the purchased goods for any visible defects, both quantitative and qualitative, which cannot be the basis for any complaint after the receipt of the woodwork. Visible defects include discrepancies in: dimensions, divisions, colors, mechanic damages of the glass or profiles such as: scratches, cracks, lack of additional elements (e.g. extensions, connectors) subject to para. III.5.c.1-6 above, etc. If the Buyer notices visible defects and decides to assemble the defected Product he/she loses his/her right to complain or pursue other damages which result from the Product's defects. If lack in delivery occurs after the Products have been received and the delivery documents have been signed without reservation, the Buyer shall lose the right to file a complaint regarding the elements.

### IV. EXCLUSIONS TO WARRANTY

- 1. The Warranty does not cover Product defects resulting from the following:
  - a) improper storage, handling, installation, finishing, use, modification or maintenance of

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the Products,

- b) incorrect maintenance or lack thereof,
- c) accident; misuse; abuse; alterations; improper handling, operation or cleaning and regulation,
- d) exposure to external factors (chemical substances, fire, hurricane, etc.),
- e) changes in construction and repairs conducted by unauthorized persons,
- f) incorrect assembly of the Product not in line with assembly and acceptance guidelines of PVC, aluminum and wooden woodwork,
- g) mechanical damage that occurred after the receipt and installation of the goods (e.g. profile cracking),
- h) normal wear of the elements, including discoloration,
- i) hardware finishes,
- j) the effects of thermodynamic phenomena (evaporation on woodwork inside and outside the room where the woodwork has been fitted),
- k) incorrect room ventilation,
- l) random events including natural disasters,
- m) thermal phenomena,
- n) mechanical abrasion to finishes,
- o) non-factory-applied finishes, applied sealants or caulking. Finishes applied by your local dealer/contractor are not covered by this Warranty,
- p) finishes of non-Drutex products,
- q) shifting or settling, movement or vibration of the structure in which the Products are installed,
- r) accidents, including accidental glass breakage,
- s) improperly installed security systems,
- t) non-standard installation (such as non-vertical or sloped glazing, upside down, out-of-square),
- u) installation or use near pools, saunas, hot tubes or other high humidity environments,
- v) field mulls and finishes,
- w) extreme weather events, extreme or unusual atmospheric conditions.

#### 2. The Warranty does not cover:

- a) mechanical damage and cracks of the glass which arise during the usage, as well as acceptable defects in accordance with binding standards,
- b) cracking of glass resulting from unequal heating of the glass panel (e.g. by applying shading solutions),
- c) scrapes and scratches of the shutters armor resulting from the product exploitation,
- d) glass deflection (the double glass effect),
- e) Brewster's rims/strips,
- f) anisotropy - double refraction effect in glass,
- g) wettability diversity of external glass surfaces depending on the prints of suction, rolls, labels used in the production of base glass as well as composite and single glass,
- h) shades of composite and single glass resulting from the application of raw materials and their various proportions in the production of base glass, glass thickness, type of coating, light conditions and the angle of view on their surface,
- i) any defects, due to appearance of which, the price has already been lowered,
- j) any defects, which remain invisible after the assembly and which do not have any impact on the usage value (ex. frame's scratch),
- k) scratches of Products surface after the Products' have already been accepted,
- l) cracks of window panes and scratches on the outer part of the glass surface, which appear after the Products' reception,
- m) any defects, which are a result of the Products' contamination by: paint, mortar, sand, assembly belt, which appear after the Products' reception,
- n) any defects, which appear during the transport, warehousing or storage which are carried out by the Buyer,
- o) normal wear and tear, fading or discoloration of finish from Product usage, age or exposure to direct sunlight,
- p) defects, that do not significantly impair the proper operation and function of the Products,
- q) Acts of God, war, insurrection, civil unrest, terrorism, vandalism,
- r) Products with modifications,
- s) ripping, tearing or other damage not the fault of Drutex to window screens or Products associated with wear and tear through Product use,
- t) any defects which appeared as a result of assembly not in line with the assembly manual,
- u) damages resulting from wood swelling caused by relative air humidity in the room exceeding 70%,
- v) frosting, condensation and the effects of the phenomena due to wrong climatic conditions in the room and inadequate ventilation in the rooms,
- w) deformations of gaskets, damage of drip or blocked drip gutter,
- x) natural changes of wood colors under the staining coat caused by sunrays,
- y) shades of wood under transparent paint,
- z) internal profiles (window sill),
- aa) damages caused by the Product user,
- bb) sound effect caused by vibration of grills and glass,
- cc) for tempered glass, the roller waves effect,
- dd) Products for which the Guarantor has not received payment in full.

3. The Guarantor does not grant a Warranty in case of application of any elements not approved by the Producer.
4. The Warranty is applicable only for damages that arise in terms of the subject of the contract, and the Guarantor's responsibility is limited only to the reimbursement of the value of the goods sold. The manufacturer is not liable for any other costs caused by the defect of the Product.
5. The assembly of the Products and installation of additional equipment (e.g. engines for roller shutters, electro-catches) must be executed in line with the producer's manual or binding standards or guidelines issued by the Building Research Institute in Warsaw, whereby the Producer allows individual sealing solutions of Products in frames (elevations), which must be executed in accordance with the binding regulations/ standards and/or the manual and guidelines of the architect. If elements of the roller shutter are built up, i.e. the guide, the service cover, the Client is obliged to provide free access for

the Service at his own expenses, in order to enable the repair of the roller shutter, and for external roller shutters installed higher than 2 m - technical means that enable to deal safely with the Warranty claim.

6. Producer does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time and may be ineffective in products manufactured with pressure relief valve. Thermal efficiencies vary with the application of the Product. Producer does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings or other Product features.

## V. WARRANTY CLAIM (PROCEDURE)

1. The Buyer must file the complaint in writing or online at the dealer where the Product was purchased, with the purchase receipt of the Product in Warranty Claim.
2. The complaint regarding electric equipment must contain the name and surname of the fitter, their license number (SEP) with a legible signature, date and place of installation.
3. The complaint must be issued within 14 (fourteen) days after the defect under Warranty has been detected, otherwise the rights arising from the Warranty expire.
4. In case of clearly unfounded Warranty Claim, the owner of the Product will cover the costs of the technician's trip.
5. The Guarantor will assess the relevance of the complaint within 14 working days, starting from the moment when the complaint was submitted to the Guarantor by deciding about accepting the responsibility of the Guarantor/lack of responsibility of the Guarantor. Replacement of the Product with a new one, if the Warranty Claim is accepted, will be made within a period of no more than 45 working days from the date the complaint was submitted to the Guarantor. This period does not include the transportation time for the new Product. The Guarantor declares that it uses third-party transportation services and is not responsible for the duration of transportation or any delays. In justified cases the above mentioned deadline may be extended.
6. The Guarantor reserves the right to decision in defining the scope of responsibility for damage or destruction of the Product, while giving consent to forward the matter to an independent expert or institute appointed by both parties, and to comply with the results of the expertise given in this course. The cost of such an expertise must be covered by the party against which this statement has been issued.
7. The Guarantor does not provide services regarding Product installation. The Guarantor does not execute the disassembly and reassembly of the Products.

## MAINTENANCE AND USAGE MANUAL

Maintenance of windows and balcony doors should be conducted at least once a year, to guarantee impeccable work. The following maintenance actions have to be performed:

1. fittings elements that are responsible for safety should be regularly inspected,
2. proper fixing and wear should be controlled,
3. all the moving parts must be lubricated or oiled, except for ATS espagnolette for front door,
4. the cleaning and maintenance should be conducted by application of products that shall not affect the anti-corrosion coating of the envelope fittings,
5. after installation of the Products windows, the protective film must be peeled off immediately,
6. cleaning products that cause scratches should not be used,
7. Products windows should not be painted with paint or varnish; no other protective layers should be applied (for PVC and aluminum),
8. all dirt on the window, especially rust, soot, mortar, and so on., should be immediately removed,
9. windows and doors in their bottom outer part of the frame are equipped with drainage slots which under no circumstances may be built up (for PVC and aluminum),
10. the Buyer is obliged to execute at one's own expense periodical surveys and cleaning and maintenance of the Products and parts of them e.g.. gaskets, in line with Producers instructions (except for ATS),
11. the Producer does not adjust the Product (or accessories) and it's programming after it has been fitted,
12. Doors, HS, folding doors in colors other than white should not be directly exposed to the sun i.e. without a roofing or another effective protection against sunshine.
13. Below instructions should be obeyed:

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