

## GENERAL TERMS AND CONDITIONS OF WARRANTY

### I. Scope of application

1. The General Terms and Conditions of Warranty (hereinafter referred to as the "GTC") are an integral part of the sales agreements and the related service agreements concluded between Stelmet S.A. (hereinafter also referred to as the "Guarantor") and purchasers of its products, unless otherwise provided for in the agreements.
2. The Parties exclude the use of product purchaser agreement templates (in particular, general warranty conditions, agreement templates and rules).
3. Direct warranty claims against the Guarantor may only be raised by the Buyer who has purchased the product from the Guarantor. Otherwise, the warranty claim must be submitted at the place of purchase.
4. In accordance with Article 558 § 1 of the Civil Code, the statutory guarantee for the products is excluded.

### II. Warranty period and scope

1. Based on the vacuum-pressure treatment method, we warrant - for a period of 2 years in the 3rd use class of wood and for a period of 2 to 5 years in the 4th use class of wood - that the functional properties will be preserved depending on the construction and cross-sectional area of the elements.
2. In the case of a surface-decorative coating, which has been applied on a technological line, on which a layer or layers of wood protective coating are formed, we warrant that the functional properties will be preserved for a period of 2 years.
3. The warranty does not cover:
  - a. different staining intensities and colour changes on the surface of vacuum-pressure treated elements which occur due to the natural characteristics of the wood structure or due to the impact of atmospheric conditions,
  - b. changes in the degree of gloss and shade of colours as a result of the impact of atmospheric conditions on the elements to be painted,
  - c. changes in appearance, if maintenance and installation have not been carried out in accordance with the manufacturer's instructions,
  - d. colour variations between production batches,
  - e. rough surfaces around knots, despite careful wood processing, and in the case of woodworking in direction opposite to the direction of the wood fibres,
  - f. damage resulting from accident, improper use, negligence, alteration, improper handling, improper installation, force majeure or other cause not resulting from defects in materials or workmanship,
  - g. corrosion of fasteners, equipment or any other material (other material), or any damage resulting from such an event,
  - h. ageing of products, which results from the natural ageing of wood,
  - i. defects due to incorrect storage of the products which do not comply with the manufacturer's instructions,
  - j. natural features of wood such as: wood pattern, bark, insect holes, resin leaks, salt blooms and discolouration from the preservative, decoloration, deformations and



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cracks associated with the change of humidity, presence of wood core in the elements, knots, knot holes and mould growth. For details on this item, please refer to the general information,

- k. discolourations on utility surfaces (walls, facades, concrete screeds) associated with partial rinsing out of preservative from the wood,
  - l. wood burrs occurring as a result of using on edges of products,
  - m. deformations of wood due to changes in humidity and weather conditions - which do not affect the functional properties,
  - n. dimensional changes related to the swelling or shrinkage of the wood.
- 4. During the warranty period, the Guarantor is obliged to repair the defective products free of charge or deliver new ones, at the Guarantor's discretion. If the Guarantor determines that the product cannot be repaired or that the cost of repairing the product is disproportionately high in relation to the price of the new product, the Guarantor shall replace the product with one free from defects.
  - 5. Neither the Buyer nor any third parties shall be entitled to claim compensation from the Guarantor under the Warranty for any damage caused by a defect in the product. The Guarantor's sole obligation shall be to repair or replace the Product with a defect-free Product in accordance with the terms of this Warranty.
  - 6. The warranty does not cover any product that cannot be identified as purchased from the Guarantor on the basis of the documents submitted and the product's characteristics.
  - 7. The warranty covers the product purchased from the Guarantor or its sales network, subject to timely payment for the product by the purchaser. If there is a delay in the payment of the due amount for the product, the Warranty procedure shall be suspended until the due amount has been paid in full.
  - 8. The warranty period begins at the time of purchase of the Product, as confirmed by the proof of purchase (receipt, invoice).

### **III. Forfeiture of Warranty**

The Purchaser shall not be entitled to the product warranty if the following is ascertained:

- a. any modification to the product,
- b. interference with the product by unauthorised persons,
- c. interference with the design of the product,
- d. incorrect use, application, maintenance or storage of the product,
- e. the product has suffered an accident beyond the Guarantor's control,
- f. careless or irresponsible handling, permanent wetting of the product,
- g. damage due to reasons beyond the Guarantor's control, in particular atmospheric discharges, fire, floods or other random events,
- h. any attempts by unauthorised persons to repair the product,
- i. arrears in payment for the product exceeding 90 days from the invoice due date.

### **IV. Reporting and Warranty procedure**

- 1. The basis for accepting a warranty claim for consideration is the fulfillment of the following conditions:
  - a. the claim must be submitted in writing,
  - b. the number of the delivery to the shop and/or the document of purchase of the product by the final customer must be provided,



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- c. the documents must unequivocally confirm that the product has been delivered by the Guarantor,
  - d. for quality complaints, it is necessary to provide photo documentation, defects or damage to the product discovered during the warranty period should be reported to the Guarantor immediately, not later than within 3 days from the date of their disclosure,
  - e. a product in which a defect has been found should be immediately taken out of service. Failure to do so will void the warranty.
- 2. Any matters not regulated by these warranty terms shall be governed by the provisions of the Civil Code.
  - 3. If the Purchaser reports a defect which is covered by the warranty in its opinion, and as a result of inspection by the Guarantor it turns out that the product is not damaged or the defect is not subject to removal or repair under the warranty, the Purchaser shall be obliged to pay for the performed repair, to cover the costs of transporting the product to the premises of the Guarantor or the sales network and from the same premises or sales network to the premises of the Purchaser. The Purchaser shall also cover the costs of the Guarantor's work related to the processing of the unjustified complaint.
  - 4. This warranty is in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

