

GUARANTEE TERMS

- I. The CONSTANS sp. z o.o. company with a registered office in Kłodawa, ul. Gorzowska 11 [further called the Guarantor or the Manufacturer] grants the guarantee in the following scope:
1. Windows and doors manufactured from PVC and aluminum.
 - a) profile shape durability – 5 years
 - b) insulated glass tightness – 5 years
 - c) functionality of fittings – 5 years
 - d) 2 years on other products which constitute ancillary equipment for the windows, e.g. outdoor roller shutters, put-on roller, shutters, electric control and drives, automation systems, etc.
 2. The guarantee period begins on the date of sale/release of goods from the Guarantor's warehouse, but not later than 30 days from the date of production.
- II. The warranty is granted to the first buyer who is a party to the contract concluded between him and the Manufacturer [further called 'the Buyer'].
- III. The Guarantee is valid in the territory where the goods are released to the Buyer or other entity on his behalf and covers exclusively damage incurred by the subject of the contract. The Guarantor's liability is limited to refunding the value of goods covered by the guarantee. The Guarantor undertakes to investigate the justifiability of guarantee claims as soon as possible but not later than within 21 days from the claim submission. If the claim is justified, the Guarantor undertakes to remove the faults which have occurred within the shortest reasonable time sufficient to determine the cause of the fault, as well as order and deliver the necessary elements used to repair the complained product, however within no more than 7 weeks.
- IV. The guarantee does not cover:
1. damage arising from incorrect:
 - installation by the Buyer or by installation groups without the Manufacturer's authorization,
 - use, maintenance or lack of maintenance
 - storage
 2. visible defects, such as: scratches, cracks, mechanical damage, etc.
- The Buyer is obliged to inspect the quantity and quality condition at the time of goods receipt and always prior to installation. Any possible irregularities should be reported to the driver/warehouse worker/installation group and recorded in the acceptance protocol or the Goods Issue document under pain of forfeiting claims arising from the above. If faults are identified prior to installation, installation must be suspended under pain of forfeiting the guarantee until investigation of the complaint claim.
3. damage caused by random occurrences, such as: natural disasters and weather phenomena abnormal to the given climate zone,
 4. damage caused by the effects of chemical compounds,
 5. malfunctions arising from maladjusted fittings – fitting adjustment is the responsibility of the buyer (according to the product's installation and operation instruction).
 6. admissible defects of glass, whose visual assessment is carried out in accordance with applicable norms: PN-EN ISO 12543-6, PNEN 1096-1.
 7. glass breakage caused by external factors and interference, anisotropy, color deviation and mullion ringing.
 8. PVC doors used in public utility buildings.
 9. products which have not been subjected to annual inspection and maintenance according to the instruction. Such maintenance must be ordered with the Manufacturer at a fee or with another professional company.
- V. The primary document which entitles to guarantee services is the purchase invoice.
- In the event of detection of defects covered by the guarantee, a copy of the invoice must be attached to the complaint claim. Complaints must be submitted in writing immediately upon detection, at the location of purchase or via the website www.constans.pl (menu: service), by filling out the available form and providing a description of the damage and information necessary to identify the product, as well as attaching the required copies of documents.
- VI. The guarantee does not exclude, limit or suspend the rights of the buyer resulting from the provisions on the statutory warranty for defects in the item sold in the case of a purchase made by a consumer who is a consumer within the meaning of art. 221 taking into account art. 556⁴ and 556⁵ of the Civil Code and art. 38a of the Act On Consumer Rights of 30 May 2014 [hereinafter: the Consumer]. In other cases, liability under the statutory warranty is excluded.
- VII. The Buyer who is the Consumer, in case of concluding a distance contract or contract outside the Producer's premises, may withdraw from it within 14 days without giving any reason. This right is excluded in the case of the purchase of non-prefabricated items, manufactured according to the Consumer's specifications or prepared to satisfy his individual needs, and when the goods sold are inseparably connected with other items.