PaNELTECH General Warranty Terms

General terms and conditions of quality warranty

1. Paneltech Sp. z o. o. from Chorzów (hereinafter referred to as "Manufacturer/Seller/Warrantor") ensures the high quality of the produced self-bearing sandwich panels with core made of thermal-insulating material (rigid PUR / PIR foam, mineral wool, EPS) in double-side steel strip cladding protected from corrosion by duplex type coating system, i.e. galvanic layer and varnish. The manufacturer is liable for any potential defects in the panels on general terms stipulated in these General Terms and Conditions of Warranty.
2. The constancy of properties of the sandwich panels with thermal insulation core, as described in the declaration of utility properties, is warranted. The reference document for the sandwich panels is the European standard PN-EN 14509.
   Sandwich panels are designed for discontinuous installation when used for the following purposes:
   - roofs and roofing materials,
   - external walls and wall cladding,
   - walls and ceilings inside the building structure.

   The use of sandwich panels for purposes other than those listed above is not permitted.
3. It is warranted that the sheet will not perforate within the 2-year period of use counted from the sale date, assuming that the sheet is used in outdoor corrosiveness category conditions C1 to C3, and indoor category A1, as per the provisions of EN 10169 standard. If the products are used in other conditions than the mentioned, an environmental questionnaire must be completed based on which the manufacturer will indicate the adequate protective coating for which he will then grant a warranty.
4. The manufacturer protects the facade cladding (outer side) of the sandwich panels against damage with adhesive protective film. Upon the request of the client, the film may also be applied on both sides of the panel cladding (an option available for an extra fee). All protective film coating can be exposed to weather factors only for a limited time before it is damaged. The manufacturer indicates two weeks as the period during which weather factors, including solar radiation and moisture condensation, will not destroy the film and the paint coating, which limits the time before the film must be removed. The temporary protective coating made of adhesive film provides limited protection against foreseeable difficult transport, storage and installation conditions. Incorrect storage of sandwich panels may cause permanent damage to the cladding and the insulating core and change the properties of factory-applied seals. That is why sandwich panels should be stored in a safe place, on even ground, in a dry area free from pooling water. Gently lift one end of each package to ensure drainage. It is recommended to cut the plastic film open along the bottom on both sides of the package to enable air flow and drainage. If long-term storage is required, the products should be kept in covered storage facilities or under cover. The manufacturer reserves that the optimum time for the collection of the finished product is specified as 2 weeks from the “Planned production date” included in the Paneltech document – “Order”. If the above-mentioned guidelines are not observed, the manufacturer shall not be responsible for the product, which may not meet the values declared for the specific properties described in the 14509 standard.
5. The Manufacturer's warranty liability commences from the date of issuing the products to the Buyer.
6. The Manufacturer reserves the right to inspect the building structure at least once a year throughout the term of warranty.
7. In the case of ownership changes, the continuation of warranty is contingent on the Manufacturer's acceptance of a request for transferring the warranty to the goods purchaser, submitted by the Buyer. In this case, the manufacturer also reserves the right to inspect the building.
8. The transfer of warranty from the Buyer onto the new building user is effected automatically, subject to the conditions specified herein.
9. The rights and obligations of the Buyer not mentioned in these terms and conditions are stipulated by Civil Code Section XI- Sale, Chapter III- Warranty.

Disclaimers and limitations of Manufacturer's liability

1. The manufacturer's warranty liability ceases upon the Buyer's/User's failure to observe the guidelines contained in the documents constituting annexes to GSC:

- The conditions of transport, loading and unloading and storage of Paneltech sandwich panels(appendix 2),
- Paneltech Sandwich Panels Assembly Instruction (appendix 3),
- Conditions of Exploitation and Maintenance of PaNELTECH Sandwich Panels Surface (appendix 4),
- Paneltech Technical Catalogues (appendix 5).

In particular, the construction product's user should heed the consequences of the following events:

a) accidental damage to the product that may occur as a result of improper reloading, handling, storing and unloading. Manual unloading from the truck is not permitted; due to this fact, unloading questionnaire is introduced which the buyer is obliged to complete and deliver to the carrier as means of confirming the proper acceptance,
b) damage caused as a result of applying installation techniques that are not consistent with the manufacturer's guidelines. At the same time, the manufacturer reminds that minor deviations from the rectangularity of the shorter edges of the panels do not compromise the tightness of the partition due to the fact of applying sealings and flashing to the edges,
c) failure to perform maintenance procedures at specific cycles,
d) making modifications, renovations and painting inconsistent with the manufacturer's recommendations,
e) loading the sandwich panels with point applied forces coming from, for example, suspended installations, ventilation ducts, caisson finishes and other decorative elements,
f) The use of sandwich panels in places exposed to sunlight on both sides, e.g. fences, advertising banners, parapet walls over 0.3m high, etc.

2. The manufacturer is not liable for the effect of unforeseeable situations that may cause delays in the delivery times of goods or execution of contracts.In this case, the Buyer shall not be entitled to any claims for repairing the damage resulted from failure to perform, or untimely performance of the agreement. Unforeseeable situations are defined as natural disasters, disconnection or limitation of energy supply, orders of the authorities, strikes, raw material shortages or other random events not attributable to Paneltech.
3. Any corrosion that may occur due to improper use of the panels that may be caused by, for example, impossibility of drainage of water or other polluting substances from the panels surface, as well as due the product's contact with aggressive agents, are not covered by the warranty.
4. The warranty also does not cover corrosion occurring at the edges of panels that were cut with the use of improper tools on site. In the case of appearance of corrosion at the edges, the user should immediately notify the product manufacturer who will then recommend proper rectification.
5. The Buyer is obliged to inspect the condition of goods and to report any identified defects before installing the product. Upon installing the sandwich panels in the construction object the Buyer loses any warranty rights, provided that the mentioned defects were possible to identify prior to installing the panels. Moreover, the Buyer is obliged to abstain from installing those panels in which he identified defects that were subsequently reported to the Manufacturer - under pain of losing his warranty rights.
6. Please note that in the case the Buyer reports non-conformity with specific property, feature, dimensions or the utility properties that were specified in the manufacturer's declaration, a verification process shall be performed with the use of procedures contained in the basic standard PN-EN 14509, or in the annexed associated standards.
7. Also, bear in mind that certain non-conformities that may appear in products are not deemed as critical, and therefore do not pose a risk and/or do not prevent their use or cause safety risks; these may not be verified by way of standard procedures. The above-mentioned non-conformities may result:
   - from the optical properties of the sandwich panels surfaces that provides the glossiness to the varnish surface. In this case, the following may be observed at a certain angle of light: micro-dents, insignificant changes of varnish shade and similar light effects (permissible by the product's standard); such defects will not be accepted as warranty claim since they were not previously reserved on the buyer's part. Below are listed examples of products on the surface of which it is difficult to obtain high mirror-like gloss:

     a) wall panels and roof panels PUR/PIR, due to the large thickness of the foamed plastic layer that exceeds 100 mm,
     b)sandwich panels, where steel strip cladding of nominal thickness 0.4 mm was applied,
     c) sandwich panels with cladding with the following profile: Smooth - G (without profiling), Groove - R.
     d) wall and roof panels with PUR/PIR core in LITE version, where lowered density parameters were applied.

   - from connection on the facade sandwich panels with cores made of rigid PUR/PIR foam with panels with cores made of mineral wool and EPS. Above mentioned types of goods have the same types of steel connectors, which make them compatible. However, due to different core material and forming process may occur, to varying degrees of

sandwich panels matching, what complies with the technical requirements of the norm PN - EN 14509 but simultaneously leads to the small visual effects.

In these cases, the sandwich panels manufacturer will not accept any warranty claims.

8. The manufacturer points out to the fact that the referenced dimensional tolerances refer to measurements made in typical laboratory conditions, at full supporting of the sandwich panels on a flat surface, and at about 20°C temperature. In other case, particularly in case of on-site measurements, the tolerance values must be adjusted, as recommended by PN-EN 14509 standard. The manufacturer emphasizes that more stringent dimensional tolerance requirements may be stipulated between the parties.
   However, for large-thickness sandwich panels from coldroom panels group, due to the occurring phenomena of prolonged stabilization of PUR/PIR foam, minor deviations in thickness may occur, which may be reflected in the flatness deviation parameter. Due to this fact, a tolerance of up to 3.0 mm is permitted per 1 measured meter.Moreover, the measurements (the location of the measurement section) must be performed at a minimum distance of 200 mm from the panel edge, and at a minimum distance of 100 m from the longitudinal edge.
9. Paneltech will not accept any complaints in the case when the cladding damage has reached a point at which less than 5% of the product surface has undergone distortion as a result of corrosion, mechanical interference or other phenomena having impact on the technical aesthetic parameters, falling under the definition of surface damage.
10. As an exception, authorized representatives of the Manufacturer and the Buyer should stipulate in writing the detailed or additional requirements to apply to the given product batch.Thus, it is possible to modify the permissible parameters or properties of sandwich panels. Any written arrangements will prevail over these "General Sale Conditions".
11. The manufacturer reserves minor differences in color and gloss between the supplied products, despite the same numerical denomination in RAL scale. A polygon inspection of the color of organic coating will consist in performing a visual comparison between the sample of the manufactured product and the previously agreed reference master. The following are permissible: ΔE = ± 5 deviations in color, with the use of CIELAB master, and ΔL ± 8 deviations in gloss on the refractometric scale for the so-called semi-gloss varnish. In view of the applicability of the above provision, the Buyer will not raise any claims towards the seller.
12. Please note that certain divergences in the appearance of extruded, textured, metallically-pigmented or pearl-shine surfaces may occur, which the fact should be considered in particular when making commercial stipulations. In case of lack of precise stipulations in this respect, manufacturer's liability for any of the above-mentioned differences in the appearance of the sandwich panel claddings is disclaimed.
13. The manufacturer does not guarantee the full conformity of metallic colors, and particularly RAL 9006 and RAL 9007 in the subsequent deliveries. In order to avoid the occurrence of differences in the appearance of varnished claddings of sandwich panels, prior to entering into the sales agreement the buyer should stipulate in writing which part of the order/contract is to be delivered to a single building. Upon such agreement, the manufacturer undertakes to manufacture the product from a single roof of varnished steel strip. Otherwise, the manufacturer disclaims liability for any possible differences in the appearance of sandwich panel claddings.
14. Sandwich panels with PIR/PUR core feature external claddings that may heat up in the sun to a temperature from 55 to 80 °C. Due to this fact, they are subject to high stress and thermal deformations. Sudden cooling of the steel cladding down to ambient temperature may cause the formation of a blister, which does not disqualify the product, is merely of aesthetic importance, and is not subject to a warranty claim. It has been verified in polygon conditions that the above phenomenon may be reversed by drilling a hole of 0.5 - 1.0 mm diameter and cooling the surface. Please note that the building designer should take into consideration the thermal deformation phenomenon when designing the construction site, in order to avoid the occurrence of changes to the cladding of sandwich panels, such as micro-rivelling or micro-delaminations.
15. It is important to select an adequate maximum length of the panels, fixture method, speed and width of supports, and the type of mechanical joints. Also, adequate installation time must be selected so that ambient temperatures higher than 28°C are avoided. The manufacturer recommends that the wall sandwich panels in the third color group, with a PIR foam core, are used only in single span structures. The guidelines for designing and using sandwich panels in claddings from the third color group are presented in the company documents. If the solution employed by the buyer is inconsistent with the guidelines contained in the company documents, the manufacturer is not liable for the occurred damage.
16. The manufacturer of sandwich panels with a mineral wool core treats small corrugation of claddings merely as an aesthetic issues that are not subject to complaint. It is assumed that minor corrugation of the surface may only be classified as deviating from the required surface flatness if it fails to meet the dimensional tolerances of this standard, in

consideration of the provisions of point 6 - "Dimensional tolerances" of the appendix "Paneltech Sandwich Panels Assembly Instruction".

17. The manufacturer reserves that joints of steel claddings may not contain a complete filling through the core, which does not deprive them of any mechanical and insulation properties, since these are so-called unventilated air spaces that feature significant heat resistance as per PN-EN ISO 6946.
18. Due to joint type and material the roof sandwich panel PW PUR/PIR D AGRO is made of (the so-called Fiberglass), its projecting lower part of the facing can break locally. In such case, the point of breaking should be taped, thus removing a negative visual effect. We inform that the above discontinuity does not cause inability to use the product, and the Buyer shall not make any claim against the Seller.
19. Paneltech does not provide any statutory or contractual warranty for the purchased products that are marked as substandard or grade II. The Buyer purchases the above-mentioned products at his own risk, without an entitlement to any claims or right to return.
20. Should the delay in the receipt of goods exceed 60 days from the Collection Time, the Manufacturer's warranty shall become void.

Terms and conditions of processing product quality complaints

1. Any reservations and remarks concerning the products quality should be reported without delay, but no later than 14 days from the day of delivering the material to the site, in written form, on the company's complaint form, including a short description of the reason for the complaint, with indication of the type and quantity of the complained sandwich panels and the number and date of the sales document. Complaints relating to hidden defects, which could not be noticed upon receipt of the goods, shall be reported to Paneltech in writing immediately after their discovery.
2. The manufacturer undertakes to elaborate a technical review of the complaint within 14 working days from accepting the complaint, and then to deliver the stipulations to the client.
3. Quantitative complaints will not be accepted if the confirmation of acceptance was made on the seller's document by the Buyer or his authorized representative.
4. In the case of delivering the products with the use of specialist means of transport by the manufacturer/seller to the buyer, any complaints may only be accepted on the condition of confirming the non-conformity of the delivery with the details contained in the Goods Dispatched document and in the unloading survey. Moreover, the Buyer is obliged to notify the Supplier without delay on any non-conformities, and the carrier representing him is authorized to confirm this fact on the above-mentioned documents. Any identified quantitative shortages will be supplemented immediately, at the Supplier's cost.
5. The Buyer is obliged to follow specific procedures stipulated by the manufacturer, including: Conditions of operation and maintenance of the surface of the Paneltech sandwich panels, The conditions of transport, loading and unloading and storage of Paneltech sandwich panels, Guidelines for assembly of Paneltech sandwich panels, Technical Catalogues of Paneltech Sp. z o.o. Chorzów. No complaints will be accepted in the case of identifying a violation or the Buyer's failure to fulfill all the obligations resulting from the above-mentioned procedures. Upon the commencement of the complaint procedure, the Manufacturer reserves the right to perform visual inspection and tests on the panels submitted for complaint. Failure to meet the above conditions will cause termination of the complaint procedure, rejecting the Buyer's right and loss of his warranty rights.
6. Accepted warranty claims will be satisfied on terms and in time specified by the seller, in the following forms and sequence:
   a) removal of defects by repairing the goods - the repair techniques and procedures are stipulated by the Manufacturer; the Buyer is obliged to enable the Manufacturer to perform the repair tasks, under pain of losing his warranty rights,
   b) lowering the price - if a repair or replacement of the products is not reasonable, the Manufacturer will reduce the goods price. The lowered price should remain in the same proportion to the contractual price as the proportion of the value of defective goods to the value of non-defective goods.If the Buyer had already paid the full price for the goods, the Manufacturer will return to the Buyer the part of the price corresponding to its reduction, within 30 days from the day of notifying the Buyer on the lowering of the price. If the Buyer did not pay the goods price - the Seller will grant him a respective discount,
   c) replacement of defective goods with non-defective ones - the Manufacturer may propose to the Buyer a replacement of defective goods with non-defective goods. In such case, the Warrantor's obligations will be limited to delivering non-defective panels to the site where the defective panels were stored or installed, and to collecting the

defective panels. Unless the sales agreement stipulates otherwise, the Warrantor is not obliged to dismount the defective panels and install non-defective ones.

7. If the Parties agree a different form of fulfilling the Warrantor's obligations, and a return of the Goods to the Manufacturer will be agreed, the hereafter presented terms and conditions of return will be agreed. A precondition for returning the goods is its undamaged condition. Due to the above, the manufacturer requires that - after inspecting them at the construction site - the sandwich panels are stacked, separated with the use of elastic plastic dividers of thickness about 2 mm, and then foiled to protect them from moving during transport. Failure to meet the above recommendations may result in compensatory claims on the Manufacturer's part.
8. Should the Warrantor accept the Buyer's claim as justified and propose to replace the defective goods with non-defective ones, and it is stipulated in the sales agreement that in such case the Warrantor will be obliged to disassemble the defective panels and install non-defective panels, the Buyer will be obliged to co-operate with the Warrantor in order to allow the Warrantor to cover the costs of disassembly of the panels from the Warrantor's insurance of risk of removal and replacement of defective goods with non-defective ones. The Warrantor will provide the Buyer with any information necessary for due co-operation. In particular, the Buyer will be obliged to report the damage in the form and mode defined by the insurance company. The Buyer's failure to co-operate in claiming the insurance shall entitle the Warrantor to suspend the goods replacement until the Buyer fulfills his obligation to co-operate.
9. The Seller is not liable towards the Buyer for any damage on the part of the Seller or third persons in the form of economic loss and lost benefits, regardless of their grounds and source. In any case, the Seller's limitation is limited to the net price of the sold Goods actually paid by the Buyer. The Seller is not liable for the consequences of faulty installation and improper use of the Goods ordered at the Seller.
10. The Manufacturer performs his obligations on account of the provided warranty on the condition of duly performance of the Buyer's obligations resulting from the goods purchase agreement. In particular, the Manufacturer may suspend the fulfilment of the Warrantor's obligations in the case of Buyer's failure to pay the goods price in part or in whole. The Manufacturer will commence the fulfilment of his obligations upon receiving the payment. The Warrantor's period of suspending the fulfillment of his obligations that results from unduly performance of the agreement by the Buyer will not cause an extension of the period of the granted quality warranty. 11 When placing orders for sandwich panels, it is recommended to divide them into panels destined for individual areas (facades), since certain differences in the shades and gloss may appear depending on the lighting geometry and direction of observation, which the differences are not subject to complaint. Due to the difficulty of the process of qualitative determination of the differences in shades and gloss in natural light or artificial light, it is recommended that the appearance of the facade is successively inspected during installation in order to make proper decisions concerning the panels arrangement in due time.
11. After the lapsing of the quality warranty period, the Seller will not be liable for any defects caused by improper or unduly performance of the contract. The above limitation of liability does not apply to damage inflicted purposely.