## Appendix no. 1 to the GENERAL TERMS AND CONDITIONS OF SALE AND PROVISION OF SERVICES BY KENO HOME SP. Z O. O. with its registered office in Gliwice.

### **GUARANTEE CARD**

SELLER:.....(details)

BUYER:....(details)

order no.:.... agreement no.:.....

**GUARANTOR – Seller** 

**GUARANTEE – Buyer** 

collectively as Parties.

### Article 1 Scope and duration of the guarantee

1. This guarantee covers the subject of the order no. ...... (hereinafter: the Subject of the Order)

2. The Guarantor shall be liable to the Seller under this guarantee statement for defects relating to the supporting structure of the CLT housing modules. By defects relating to the supporting structure of the CLT housing modules, the Seller means in particular:

- damage to the structure of the supporting boards of the CLT structures affecting the static system and the properties relating to the load-bearing capacity of the CLT elements

damage resulting from faulty installation of the CLT supporting board structures
damage resulting from faulty selection of the fasteners or from their failure, which affects the static system of the housing modules (hereinafter: the Scope of Guarantee).
4. The guarantee for defects described in section 2 above is given for a period of 10 years

from the date of delivery indicated on the order form, i.e. .....

### **Article 2 Responsibilities and powers**

In the event of a defect in the Subject of the Order falling within the guarantee, the Buyer shall be entitled to demand removal of the defect in the Subject of the Order,
 In the event of a defect in the Subject of the Order falling within the Guarantee, the Guarantor shall be obliged to rectify the defect in a timely manner.



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# Article 3 Terms and conditions for the performance of services entitling to a Guarantee

1. Correct use/maintenance, using the appliance as intended, observing the operating instructions and any manufacturer's recommendations.

- 2. Report the defect within 48 hours of its occurrence,
- 3. Presentation of a fully completed and signed Guarantee Card,
- 4. Possession of proof of purchase.

### Article 4 Guarantee exclusions:

# The guarantee does not cover the Subject of the Order in the following situations:

1. The Subject of the Order has been stored or transported in an inappropriate manner contrary to the instructions for installation,

2. The wrong components were used in the installation of the Subject of the Order,

3. The Subject of the Order has been installed or operated in a manner inconsistent with its technical conditions and intended use

4. The Subject of the Order has been damaged in a mechanical way, causing a change in geometry,

5. The Subject of the Order has not been installed in accordance with the installation instructions and the applicable technical standards and regulations,

6. The Subject of the Order has been dismantled without the knowledge of the Manufacturer in a manner incompatible with the applicable standards,

7. The Subject of the Order was installed despite the damage caused prior to installation,

8. The Subject of the Order has been installed with modifications not included in the Manufacturer's construction documentation, or using components not included in this documentation,

9. The Subject of the Order was exposed to extraordinary external influences which caused the maximum strength of the superstructure to be exceeded

10. The Subject of the Order is subject to force majeure (e.g. fire, vandalism),

### **Article 5 Removal of defects**

1. The Guarantor is obliged to proceed with the removal of the revealed defect within 7 working days from the date of receipt of the request.

2. The period for removing the defect must not exceed 90 working days from the date of commencement of removing the defect.

3. The removal of defects shall be deemed to be effective upon the signing by both Parties of



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the Report of Acceptance of Works from the removal of defects. The Report will confirm the date on which the defect was actually removed.

### **Article 6 Communication**

1. The parties agree on electronic communication:

a/ Guarantor: ..... b/ Buyer: .....

### Article 7 Certification of the Buyer

1. The CLT housing modules were installed correctly, as recommended by the Seller.

2. The end user has been made aware of the guarantee conditions.

## **Article 8 Final provisions**

1. Agreement no. ...... along with appendices constitute an integral part of the Guarantee Card.

2. Any changes to this Guarantee Card must be made in writing in order to be valid.



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| No. | Repair request on<br>(date) | Service notes | Repairs<br>carried out by<br>(date,<br>signature,<br>stamp) | Completion<br>of repair<br>(date) | Guarantee<br>extended to<br>(date) |
|-----|-----------------------------|---------------|---|-----------------------------------|------------------------------------|
| 1   |                             |               |   |                                   |                                    |
| 2   |                             |               |   |                                   |                                    |
| 3   |                             |               |   |                                   |                                    |
| 4   |                             |               |   |                                   |                                    |
| 5   |                             |               |   |                                   |                                    |

### **RECORD OF GUARANTEE REPAIRS**

Service notes



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