

# GUARANTEE GENERAL CONDITIONS



TLC Sp. z o.o., 38-300 Gorlice ul. Chopina 25N

info: 505 140 140  
REGON: 140313868

serwis@tlc.eu  
NIP: 5252348828

tlc.eu  
KRS: 0000245912

# ! Guarantee General Conditions (GGC)

## DEFINITIONS

**Guarantor** – TLC Spółka z ograniczoną odpowiedzialnością (limited liability company) with its official seat in Gorlice at: ul. Chopina 25N, 38-300 Gorlice, Poland, entered into the entrepreneurs' register of the National Court Register maintained by District Court for Kraków – Śródmieście in Kraków, XII Commercial Division of the National Court Register under KRS number: 0000245912;

**Guarantee General Conditions (GGC)** – the present document encompassing Guarantee General Conditions;

**Client** - natural person, legal person, unincorporated business unit, being a beneficiary of the present guarantee (the present GGC is exclusively applied to entities being entrepreneurs, the present GGC do not apply to consumers as understood by art. 221 of Civil Code).

1. A guarantee period for the products delivered under the order/contract commences on the day of issuing or selling the product to the Client by the Guarantor, depending on which event occurs first.
2. Unless any circumstances specified in the content of the present GGC occur and influence the limitation or expiry of the guarantee obligations, the guarantee period for the proper functioning of the product will end on the day on which 2 years have elapsed from the day of commencing the guarantee specified in accordance with point 1. of GGC. All guarantee claims expire at the end of the specified guarantee period.
3. The guarantee for a period longer than 2 years is granted in exceptional cases, only on the basis of individual arrangements with the Client contained in writing in the order/agreement, provided that:
  - 1) the possibility of extending the guarantee period does not apply to fasteners and their coatings,
  - 2) the period of the extended guarantee for paint coatings in each case may not exceed 1 year (in total, the guarantee for paint coatings may be granted for max. 3 years).
4. Guarantee period may be prolonged solely and exclusively on conditions specified in the present GGC and the binding provisions of law.
5. Guarantor's guarantee liability is limited only to free of charge repair of the defective product (its particular elements) and should it not be technically possible to do so, to exchange such product (its particular elements) to one which is not defective. The manner of regaining full function of the product and the place of defect removal shall be at Guarantor's discretion.
6. In the case of guarantee claims considered justified during the procedure, guarantee repairs are free of charge.
7. Guarantor's guarantee liability encompasses solely and exclusively defects arising from the product itself, used in the normal environment conditions and in accordance with Guarantor's recommendations.
8. Guarantee liability does not encompass losses and possible direct or indirect costs, including those resulting in particular from downtime, costs incurred in connection with the employment of employees, representatives, operators, etc., losing or damaging the stored product, loss of benefits or any claims of any third parties towards the Client.
9. Guarantor's guarantee liability shall be excluded if the damage resulted from: mechanical, chemical or other damage, as a result of a fire, flood, acts of vandalism, war activity, catastrophes or disasters, improper or excessive exploitation of the product, specifically using the product in a place (environment) and/or in the manner contrary to its designed destination, damage resulting from normal wear and tear of the elements or their ageing, failing to clean and conserve the product, defects resulting from high temperature and other external factors, performing any modifications of the product – not accepted by the Guarantor, repairing the product by persons not authorized by the Guarantor in a way and on conditions not consistent with Guarantor's recommendations, not following Guarantor's recommendations concerning exploitation, servicing, survey and control or any other activities recommended by the Guarantor. Notwithstanding the foregoing, the guarantee does not cover changes in color tone and / or discoloration of products sold.
10. Welded steel constructions are made in tolerance in accordance with the PN-EN ISO13920-8H standard. Elastic deformations arising after the assembly of the products, which do not affect their functionality, are not covered by the guarantee.
11. The guarantee for coatings applied by the varnish method includes cases of paint incontinence, flaking of the coating, blistering and spalling. Loss of gloss occurs directly in proportion to solar exposure – spots and discoloration are not covered by the guarantee. Differences in color shades between products directed to production in different production batches and elements made with different production technologies are allowed.
12. In the absence of different contractual provisions, the following are excluded from the anti-corrosion guarantee and coating guarantee:
  - 1) small, not exceeding 2 cm<sup>2</sup> corrosion centers (e.g. on cut edges, corners, cavities, at openings, technological cuts, etc.),
  - 2) small paint flakes not exceeding 2 cm<sup>2</sup> on the paint coating,
  - 3) products used in an environment with very high corrosivity (category C5 according to PN-EN ISO12944-2),
  - 4) products operated closer than 500 m from the coastline.

The anti-corrosion guarantee does not cover galvanized elements, on which defects arising during use do not exceed the values specified in PN-EN ISO 1461.

Occurrence on galvanized elements, the so-called „white corrosion” consisting mainly of zinc oxide / hydroxide (resulting from storage or operation in conditions of long-term moisture) does not constitute grounds for a complaint according to the PN-EN ISO 1461 standard.
13. If the Guarantor grants a guarantee longer than 3 years, in order to maintain the right to guarantee claims, it is required at least once every 3 years (in each case, however, before the expiry of 3 years from the date of the beginning of the guarantee period or from the date of the last technical inspection) to order by the Client a technical inspection, which will be performed by the Guarantor at the Client's expense according to the currently applicable rates of the Guarantor. Photographic documentation and a report will be prepared by the Guarantor during the technical inspection.
14. Client shall keep and store any proof of performed surveys and servicing works in order to retain the right to guarantee claims and should be able to present them, for review, on Guarantor's demand.
15. Guarantor does not perform any servicing activities concerning exploitation of the product, such as: periodic surveys and controls, regulation, cleaning and washing etc. under the guarantee. The Client is obliged to perform these activities on his own in accordance with the maintenance and inspection instructions provided by the Guarantor.
16. Labour and material and equipment costs used during surveys and technical controls, as well as cleaning and conservation during the time of the guarantee and later shall be entirely incurred by the Client.
17. Any field visits of Guarantor representatives do not constitute approval, supervision or acceptance of defects and/or faults reported as part of the complaint.
18. Each defect subject to guarantee coverage shall be reported to the Guarantor in a written form (to the address: ul. Chopina 25N, 38-300 Gorlice, Poland) or electronic form (to the address: reklamacje@tlic.eu), in every case not later than within 14 days of its discovery. Condition necessary for the complaint to be accepted by the Guarantor is submitting by the complainant a document confirming sale of the product (VAT invoice). In the notification on the existence of the defect, the Client should provide a brief description of the details of the defect and the circumstances in which it was detected, including the date of its detection, and attach photographic documentation confirming the existence and scope of the defect disclosed. Exceeding the specified deadline for reporting the detected defects will result in the loss of guarantee protection.
19. Guarantor is responsible for executing guarantee obligations directly before the Client. Guarantee claims shall be directed solely and directly to the entity who sold the product.
20. Guarantor undertakes to examine all properly submitted complaints within 14 days of their submitting. Removing the defects considered as justified in the process of complaint examination shall occur on the date and conditions individually arranged with the Client. The course of the process of removing defects also depends on the realization of guarantee claims regarding individual components of the equipment, which are reported directly to their producers.
21. The Guarantor may refuse to execute guarantee claim if the manner of refuse

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removing the defect chosen by the Client is impossible or requires excessive costs. The Guarantor may refuse to remove the defect or exchange the product (its particular elements) for one which is defect free also when the costs of compensation exceed the costs of the product sold. In any case, the Guarantor's liability under the guarantee may not exceed 100% of the sale price of the product.

22. In case of unjustified guarantee claims all costs incurred by the Guarantor due to the complaint examination shall be covered by the Client. In particular, the Client shall be obliged to cover, accordingly with the manner of guarantee claims execution, costs of dismantling and transportation of products, commuting and working time of the repairmen according to individual rates specified by the Guarantor, material costs, costs of hiring necessary equipment, in case of overnight stay of the repairmen – the cost of such stay, along with any other costs which happen to be necessary. In the case specified in the present point 22 of GGC the Guarantor shall issue an appropriate VAT invoice.
23. In the scope not specified by the present GGC, the Guarantor shall not be responsible for any damage, loss and/or costs incurred by the Client.
24. If, in the performance of his duties, the Guarantor has provided the holder of the guarantee instead of the defective item with a defect-free item or has made significant repairs to the item covered by the guarantee, the guarantee period runs again from the moment of delivery of the defect-free item or return of the repaired item. If the Guarantor has replaced some of the items, the above provision shall apply accordingly to the replaced part. In other cases, the guarantee period is extended by the time during which the guarantee holder could not use it due to a defect in the item covered by the guarantee.
25. Any changes and additions to these GGC require the written form and signature of authorized representatives of the parties under pain of nullity. Any amendments, deletions and other changes to the guarantee document made by an unauthorized person automatically invalidate the guarantee document.
26. The present guarantee shall not exclude, limit or suspend the Clients rights arising from different titles, including that arising from implied warranty for defects. The above does not exclude the possibility of excluding or limiting the liability of the Guarantor arising from warranty for defects on the basis of separate contractual provisions.
27. Any claims on the basis of guarantee shall not be a basis for suspension of any payments by the Client to the Guarantor, in particular the Client is not entitled to make any deductions or compensations from the Guarantors debt-claim.
28. The Client is solely responsible for compliance with applicable legal regulations when using the product at the place of its delivery and intended use.
29. The law applicable for settling any potential disputes arising from the present guarantee shall be the Polish law. Any disputes related to guarantee shall be settled by the court competent for the Guarantor's seat.
30. These GGC are effective from 1.07.2023.

