

WARRANTY TERMS

BP2 sp. z o.o. with its registered seat in Kraków, Marii Konopnickiej 29 street, 30-302 Kraków, provides a technical warranty for metal roof tiles from the COMPACT group in the following coatings:

Name of the coating [designation of the coating, to which the warranty applies, is located on the underside of the sheet]	Duration of technical warranty in years
POLIESTER Standard [RAL]	10
ULTIMAT [UTK]	20 (30*)
MAT 35 ZM [TKep]	30
ICE COVER ZM [Cep]	35
HERCULIT [HC]	40

BP2 grants an extended technical warranty for COMPACT series metal roof tiles in the ULTIMAT [UTK] coating for a period of 30 years. The condition for extending the warranty period is the purchase and installation of the "INGURI" gutter system manufactured by BP2. The warranty is valid in the territory of the European Union, excluding countries located on the Mediterranean Sea basin, in normal environmental conditions (corrosiveness of the atmosphere C3 according to EN-ISO 12944-2:2018-02)

 The prerequisite for granting the Warranty is the registration of the roof covering on the website www.warranty.bp2.eu by a Customer. The product must be registered in the warranty system within 21 days from the date of installation of the goods, but not later than final assembly date. The proof of receipt of the warranty is the Guarantee Card, which the Customer receives in the form of a PDF document after completing the registration in the on-line system. The warranty card and proof of purchase must be kept for the whole duration of the warranty period. The lack of any of the above-mentioned documents or their incorrect completion by the Customer will constitute the basis for BP2's rejection of complaints under this warranty.

BP2 sp. z o. o. ul. Marii Konopnickiej 29 30-302 Kraków

NIP: 6762431701, Regon: 121387608 KRS: 0000369912, BDO: 00027817, Kapitał zakładowy: 96 838 900,00 zł Zakłady produkcyjne: Production plants:

Grojec, ul. Grojecka 39 32-566 Alwernia k/Krakowa

ul. Budowlanych 10 41-303 Dąbrowa Górnicza Bank Handlowy w Warszawie S.A. PL95 1030 1508 0000 0008 0325 4001 PLN PL76 1030 1508 0000 0008 0325 4052 EUR/SWIFT: CITIPLPX



- 2. The warranty is valid provided that:
 - a) the installation of the covering was carried out in accordance with the construction art.
 - b) the installation took place before the indicated final assembly date.
 - c) BP2 FASTENING farmer screws and accessories made of the material purchased in the BP2 sales network were used for the assembly, which applies to: flat sheets, flashings and snow guards.
 - d) the damaged surface is min. 5% of the total surface of the sheet purchased.
 - e) the Guarantor's recommendations contained in the "Manual COMPACT SERIES" were complied with, and the assembly took place in accordance with the particular instructions in normal environmental conditions: the location of the building is up to 900 m above sea level and at a distance of more than 5 km from the sea (coastal belt), coastal water reservoirs and port areas.
 - f) damages explicitly result from a quality defect of the goods, and do not result from its normal use.
 - g) annual inspections and maintenance were carried out in a professional manner, accumulated sediment and dirt were systematically removed, also in places sheltered from rain, and the Customer can document the activities carried out (e.g. with an invoice or receipt for the service performed, photos).
 - h) agents containing copper ions were not used to protect against fouling and when washing the roof, and the covering is not in contact with copper or liquid flowing from copper pipes.
 - sheets are not installed in places exposed to the influence of caustic agents, ash or other fragments of combusted substances, soot, cement dust, wet cement mortars, cement-based adhesives, materials that may cause galvanic or contact corrosion, do not come into contact with fresh, damp and impregnated wood and impurities of animal origin.
- 3. The instructions for transport, storage and assembly of the COMPACT series metal roof tiles constitute an integral part of the warranty terms.
- 4. In terms of factory-cut edges, corrosion is allowed not exceeding 10 mm at the 10% section of the total edge.
- 5. The coatings of COMPACT series metal roof tiles are covered by an aesthetic warranty for 5 years for RAL and UTK coatings, 10 years for ICep and TKep coatings and 15 years for HC coatings.

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- 6. The technical and aesthetic warranty period is counted from the production date.
- 7. Any complaints under the warranty should be submitted in writing by registered letter directly to BP2 within 14 days from the moment of finding the defect, under pain of losing the warranty. The notification should contain a detailed description of the defect and the documents listed in point 8.
- 8. The condition for proceeding the complaint is, in particular, presenting the Warranty Card together with the proof of purchase (i.e. invoice, receipt, etc.) and documents confirming the annual inspections and maintenance of the product, in the form of a photocopy attached to the complaint submitted in writing.
- 9. The Buyer shall ensure unobstructed access to the complained product to persons designated by BP2, in compliance with health and safety regulations.
- 10. The guarantee shall be settled within 30 days from receiving the notice, unless the Buyer is an individual running a business activity, and from the content of the order it results that it does not have a business nature for such a person. In such a case, the guarantee shall be settled by BP2 within 14 days from the reception of the guarantee complaint. BP2 reserves that the requirement for additional expert opinions may extend this period until such expert opinions are issued. BP2 undertakes to respond within this period by letter or by phone call regarding settling the complaint, the manner of its settling, and in the event of its rejection to inform the Customer about the reasons for such a decision.
- 11. This guarantee is subject to the provisions of Polish law and shall be interpreted according to such law. Issuing a guarantee excludes the application of provisions of art. 556 of Polish civil Code regarding lacking conformity of the sold item with the contract, unless the Buyer is an individual running a business activity, and from the content of the order it results that it does not have a business nature for such person. In such a case, in the event of lacking conformity of the sold item with the contract, the Buyer is entitled to legal measures issued by BP2 and on the expanse of BP2, according to the law, which are provided in the section 5a of the Consumer Protection Act and in the provisions of Polish Civil Code, and guarantee shall not have any effect on such legal measures.
- 12. BP2's liability under the warranty covers only the delivery by BP2 to the Customer the goods free from defects in the amount corresponding to the surface area of the defective goods, or to repair the complained sheet metal by repainting it, or to refund the sale price for the defective goods with the simultaneous return of the defective goods by the Customer, unless the Buyer is an individual running a business activity, and from the content of the order it results that it does not have a business nature for such person. In such a case, the Buyer is entitled to claims stipulated in section 5a of the Consumer Protection Act and in the provisions of Polish Civil Code.

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- 13. The method of settling the complaint is explicitly in the sole discretion of BP2. Complaints of a different type than those listed in point 10 are excluded to the extent permitted by law. BP2's financial liability may not exceed the value of the goods according to the proof of purchase to which the complaint relates. At the same time, when settling the complaint, BP2 reserves the right to depreciate the Customer's complaints in the amount of two percent of the value of the goods for each commenced year of the period (starting from the second year of the warranty) for which the warranty was granted. The rights of BP2 referred to above do not pertain to the situation in which the Buyer is an individual running a business activity, and from the content of the order it results that it does not have a business nature for such person. In such a case, the Buyer is entitled to the claims stipulated in section 5a of the Consumer Protection Act and in the provisions of Polish Civil Code.
- 14. BP2 shall not be liable for any direct or indirect losses or incidental damages arising from a defect covered by the warranty. Customer's complaints for other damages arising from the defect, other than the defects in the goods themselves, are excluded.
- 15. Definitions:

Technical warranty - it is understood as no loss of water resistance due to quality defects of the item for which the warranty is granted.

Aesthetic warranty – it is understood as the lack of flaking or falling off the coating, unusual colour changes in the form of spot discolouration. Uniform changes in the colour intensity of coatings of individual surfaces exposed to the same UV exposure are allowed.

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16. Personal data protection. According to Art. 13 of the general regulation on the protection of personal data of April 27, 2016 (Official Journal EU L 119 of 04/05/2016), BP2 informs that:

- 1. the administrator of personal data provided by the Buyer is BP2 SP. Z O.O., UL. MARII KONOPNICKIEJ 29, 30-302 KRAKÓW,
- 2. The Buyer has the option of contacting the Data Protection Officer of the Entrepreneur inspector@bp2.pl, or at address: ul. Grojecka 39, 32-566 Alwernia

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- 3. personal data provided by the Buyer will be processed in order to perform the contract pursuant to Art. 6(1), item b, of the general regulation on the protection of personal data of April 27, 2016.
- 4. the recipients of the personal data provided by the Buyer will be only entities participating in the complaint process or entities authorized to receive personal data on the basis of legal provisions,
- 5. personal data provided by the Buyer will be stored on the basis of a legitimate interest pursued by BP2,
- 6. The Buyer has the right to request from BP2 access to personal data, its rectification, deletion or limitation of its processing,
- 7. personal data provided by the Buyer will be stored until the existence of this legitimate interest.
- 8. The Buyer has the right to lodge a complaint to the supervisory authority,
- 9. providing personal data is voluntary, however, refusal to provide data may result in refusal to conclude a warranty agreement or settle a complaint.

IMPORTANT

- **a.** Application of tools that cause a thermal effect (sudden increase in temperature), e.g. an angle grinder, for cutting sheet metal, is forbidden.
- b. Sheet profiling and bending should take place at a temperature of min. 15°C.
- **c.** After completing the assembly work, the roof surface should be thoroughly cleaned of any residues from cutting and fixing sheets and accessories. In the event of minor damage to the coating, they should be protected with touch-up varnish available in the seller's offer.
- **d.** Failure to comply with the above recommendations results in the loss of the warranty and the dismissal of any complaints.

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