



WARRANTY TERMS AND CONDITIONS

BP2 sp. z o.o. with its registered office in Kraków, ul. Marii Konopnickiej 29, 30-302 Kraków, provides a technical warranty on the panel FIT for a period of 55 years for the HERCULIT® coating and for a period of 30 years for the UTK Ultimat® coating.

The warranty is valid in the territory of the European Union, excluding countries bordering the Mediterranean basin under normal environmental conditions (atmospheric corrosivity C3 according to EN-ISO 12944-2:2018-02)

1. A prerequisite for granting the Warranty is the registration of the coating on www.warranty.bp2.eu by the Customer. The product must be registered in the warranty system within a maximum of 21 days of its installation, but no later than the final installation date. The proof of receipt of the warranty is the Warranty Card, which the Customer obtains in the form of a PDF document after completing the registration in the online system. The warranty card and proof of purchase must be retained for the entire duration of the warranty period. The absence of any of the above-mentioned documents or their incorrect completion by the Customer will constitute the basis for BP2's rejection of any claims under this warranty.

2. The guarantee is valid provided that:
 - a. the installation of the roofing has been carried out in accordance with construction art.
 - b. installation took place before the indicated final installation date.
 - c. BP2 FASTENING screws and accessories made of HERCULIT® or UTK Ultimat® coated material purchased from the BP2 sales network are used for installation. This applies to:

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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

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Flat sheets, flashings and snow catchers.

- d. the damaged area represents at min. 5% of the total surface area of the purchased sheet.
 - e. the recommendations of the Warrantor in the "FIT Installation Manual" have been complied with and the installation has taken place in accordance with the given manual under normal environmental conditions: the location of the building is up to the height of 900 m above sea level and more than 5 km from the sea (coastal strip), coastal water bodies and port areas.
 - f. damage is exclusively due to a quality defect in the goods and is not the result of normal use.
 - g. annual inspections and maintenance have been carried out in a professional manner, deposits and dirt have been systematically removed, even in areas sheltered from the rain, and the client can document the work carried out (e.g. by means of an invoice or receipt for the service provided, photographs).
 - h. agents containing copper ions have not been used to protect against lichens and when cleaning the roof, and when the roofing is not in contact with copper or liquid flowing out of copper pipes.
 - i. the sheets are not installed in areas exposed to corrosive agents, ash or other fragments of burnt substances, soot, cement dust, wet cement mortar, cement-based adhesives, materials that can cause galvanic or contact corrosion, and do not come into contact with fresh, damp and impregnated wood or contaminants of animal origin.
3. The installation instructions of the panel FIT an integral part of the warranty conditions.
 4. On factory-cut edges, corrosion not exceeding 10 mm over a section of 10% of the total edge is permitted.
 5. The coating of the panel FIT roofing tile is covered by an aesthetic warranty of 15 years for the HERCULIT® and TK UTK Ultimat® coating.

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6. The duration of the technical and aesthetic warranty is calculated from the date of manufacture.
7. Any claims under the warranty must be made in writing by registered letter directly to BP2 within a maximum period of 14 days of becoming aware of the defect, otherwise the guarantee will be void. The notification should contain a precise description of the defect and the documents listed in point 8.
8. In order for a complaint to be processed, it is necessary, in particular, to present the Warranty Card together with proof of purchase (i.e. invoice, receipt, etc.) and documents confirming the annual inspection and maintenance of the product, in the form of a photocopy attached to the written notification of complaint.
9. The purchaser shall ensure that BP2's designated persons have free and compliant access to the product subject to complaint.
10. The complaint will be considered within 30 days from the date of its submission, unless the purchaser is a natural person conducting business activity, when the content of the order indicates that it is not of a professional nature for them, in which case the complaint will be considered by BP2 within 14 days from the date of receipt of the complaint. BP2 stipulates that the need for the necessary additional expert reports may extend this period until they are prepared. Within this period, BP2 undertakes to respond by letter or telephone with regard to the acceptance of the complaint, the way in which it has been dealt with and, in the event that the complaint is not accepted, to inform the Customer of the reasons for this decision.
11. This warranty shall be governed by and construed in accordance with the provisions of Polish law. The granting of the warranty excludes the application of the provisions of Art. 556 et seq. of the Civil Code relating to the warranty for the non-compliance of the sold item with the contract, unless the Buyer is a natural person operating a business activity, when it follows from the content of the order that it does not have a professional character for them. In this case, in the event of the non-compliance of the

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sold item with the contract, the Buyer is legally entitled to remedies on the part and at the expense of BP2, indicated in chapter 5a of the Act on the Protection of Consumer Rights and in the provisions of the Civil Code, and the guarantee does not affect these remedies.

12. BP2's liability under the warranty shall only extend to BP2's supply of defect-free goods to the Customer in a quantity corresponding to the metric surface of the defective goods, or to the repair of the claimed sheet metal by repainting it, or to the refund of the sale price for the defective goods with the simultaneous return of the defective goods by the Customer, unless the Customer is a natural person operating a business activity, when it is clear from the content of the order that it is not of a business nature for them. In such an event, the Buyer shall be entitled to the claims set out in Chapter 5a of the Consumer Rights Protection Act and the provisions of the Civil Code. It is solely at the discretion of BP2 to choose how to handle the complaint. Claims other than those mentioned in pt. 10 are excluded to the extent permitted by law. The financial liability of BP2 may not exceed the value of the goods according to the proof of purchase to which the complaint relates. Simultaneously, when accepting a claim, BP2 reserves the right to amortise the Customer's claim at the rate of two per cent of the value of the goods for each commenced year of the period (starting from the second year of the warranty period) for which the warranty has been granted. The above rights of BP2 do not apply in situations in which the Buyer is a natural person operating a business activity, when it is evident from the content of the order that it does not have a professional character for them, in which case the Buyer is entitled to the claims indicated in Chapter 5a of the Consumer Rights Protection Act and in the provisions of the Civil Code.

13. BP2 shall not be liable for any direct or indirect loss or collateral damage arising from the defect to which the warranty relates. Claims by the Customer for damage caused by a defect other than damage to the goods themselves are excluded.

14. Definitions:

Technical warranty - understood as the absence of loss of watertightness due to quality defects in the

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object for which the warranty is granted.

Aesthetic warranty - understood as the absence of peeling or flaking of the coating, abnormal colour changes in the form of spot discolouration. Uniform variations in colour intensity of coatings of individual surfaces affected by the same levels of UV exposure are permissible.

Final installation date - two months from the product purchase date.

15. Personal data protection.

Under Art. 13 on General Data Protection Regulation of Personal Data of 27 April 2016 (Official Journal EU L 119 of 04.05.2016) BP2 sp. z o.o. informs that:

1. the Controller of personal data provided by the Buyer is BP2 SP. Z O.O., UL. MARIII KONOPNICKIEJ 29, 30-302 KRAKÓW,
2. The Buyer has the possibility to contact the Company's Data Protection Officer - inspektor@bp2.pl or ul. Grojecka 39, 32-566 Alwernia,
3. the personal data provided by the Buyer will be processed for the purpose of fulfilling the contract - based on Art. 6 item 1, (b) on General Data Protection Regulation of Personal Data of 27 April 2016,
4. the recipients of the personal data provided by the Buyer will only be entities involved in the complaint process or entities entitled to obtain personal data based on legal provisions,
5. the personal data provided by the Buyer will be stored based on the legitimate interest pursued by BP2,
6. the Buyer has the right to request from BP2 access, rectification, erasure or restriction of processing of personal data,
7. the personal data provided by the Buyer will be kept until this legitimate interest exists.
8. the buyer has the right to lodge a complaint with the supervisory authority,
9. the provision of personal data is voluntary; however, the refusal to provide data may result in the refusal to conclude the warranty agreement or to process a complaint.

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Please note

- It is unacceptable to use tools that cause a thermal effect (sudden increase in temperature), e.g. an angle grinder, to cut sheet metal. • Profiling and bending of sheets should take place at a min. temperature of 15 C.
- After completion of the installation work, the roof surface must be thoroughly cleaned of any residue from cutting and fixing the sheets and accessories. In the event of minor damage to the coating, it should be treated with the touch-up varnish available in the offer of the seller.
- Failure to comply with the above recommendations will result in the loss of warranty and dismissal of any complaints.

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