



GENERAL TERMS AND CONDITIONS OF SALE

OF INSULATING GLASS UNITS AND SPECIAL GLASS PRODUCED BY EFFECTOR S.A.

**ISSUE No. 1
APRIL 2023**

Content

1. General provisions	3
2. Orders	3
3. Product price, payments	4
4. Transport, collection of products	4
5. Quality of the goods. Guarantee. Complaints. Warranty for defects	6
6. Scope of responsibility	6
7. Entrusted material	6
8. Final provisions	7
9. Annexes:	8
Annex no. 1 - Conditions of the Guarantee for Insulating Glass Units	9
Annex no. 2 - Complaint Submission Procedure	12
Annex 3 - Complaint Notification Form	13

**GENERAL TERMS OF SALE
OF INSULATING GLASS UNITS AND SPECIAL
GLASS
PRODUCED BY EFFECTOR S.A.**

1. General provisions

1. General Terms and Conditions of Sale of Insulating Glass Units and Special Glass produced by Effector S.A. (hereinafter also: "GTS") define the rules and procedure for placing orders and the execution and sale of products included in the commercial offer of Effector S.A., including products made based on the individual order of the Buyer in the territory of the Buyer's legal seat.
2. The terms used in the General Terms and Conditions of Sale mean:
 - a. "Seller"- EFFECTOR Spółka Akcyjna with its registered office in Kielce (25-214), at ul. Hauke Bosaka 2, entered into the Register of Entrepreneurs of the National Court Register under number: 0000077755, NIP [Tax Identification Number]: 634-102-34-65, REGON [National Registry of Economic Units]: 272766323, BDO [Waste Database Number]: 000157463,
 - b. "Buyer" - a natural person, legal entity or organizational unit without legal personality that purchases products for purposes related to their business activities.
 - c. "GTC" – provisions applicable to each concluded cooperation agreement (sale, delivery, etc.), price list, offer, commercial arrangements and applicable to both parties to the Agreement, unless they explicitly agree, i.e. in writing, different provisions.
 - d. "Products" / "Goods" – finished products included in the current commercial offer of the Seller.
 - e. "Non-standard products (goods)"- products not included in the current commercial offer of the Seller, and the performance of which was undertaken by the Seller in individual written arrangements with the Buyer.
 - f. "QMS"– Quality Management System implemented in the Seller's company in accordance with the currently applicable requirements of ISO 9001 series standards.
 - g. "Technical Conditions (TC)" – technical conditions for insulating glazing units and other products produced by Effector S.A., constituting a separate document.
 - h. "Technical regulations" - all kinds of current standards, technical criteria, approvals, attestations, certificates, etc. binding the Seller when making products, in accordance with which a given product will be made (including those specified in the Technical Conditions).

2. Orders

1. The product is produced on the basis of the Buyer's order placed in writing or electronically to the Seller's address, indicated by it as the contact address for placing orders.
2. The order must contain: the Buyer's data, detailed information about the ordered goods, the date of delivery and other data regarding the terms of the order required by the Buyer.
3. For the purposes of correctly determining the subject of the order, the Seller may develop and provide the Buyer (also in electronic form in the form of a tab on the website) with a model order, in which all relevant terms of the order will be specified, in accordance with the procedures and requirements applicable in the Seller's company.
4. The order is deemed to be effectively placed by the Seller upon receipt by the Buyer of the confirmation of its acceptance by the Seller. From that moment, the Buyer is bound by the placed order.
5. If the terms of the order cannot be accepted, the Seller will notify the Buyer about it electronically within 3 working days from the date of receipt of the order, specifying its own proposals for the implementation of the order. Failure of the Buyer to respond to the Seller's proposal is associated with the suspension of the order. Changes made by the Buyer in the proposal sent by the Seller for the performance of the order must be made in writing by the Buyer (e-mail is allowed), otherwise the Seller will not proceed to the performance of the order. Submission of comments by the Buyer is considered to be placing a new order with the possibility of changing the current date of implementation, with the provisions of the preceding sentences being applied accordingly.
6. The sales contract is concluded when the Parties, in accordance with the provisions of this paragraph, determine all the conditions for the performance of the order.
7. Placing an order under the conditions specified above is the basis for placing an order by the Seller for materials for the performance of ordered products.
8. Within 3 working days from the date of placing the order, the Seller will inform the Buyer about the possible refusal to accept

the order for implementation, as well as about possible difficulties related to it.

9. The fact of accepting the order does not bind the Seller in a situation where, for reasons beyond its control, the delivery and sale of the goods is impossible or excessively difficult.
10. In the event of delays in the payment of due receivables, the Seller has the right to suspend the acceptance or performance of subsequent orders until the receivables are settled, which may result in an extension of the deadlines for their implementation, or refuse to perform them. In such a case, placing/accepting the order does not bind the Seller.
11. Acceptance of the order does not bind the Seller even if the total liabilities of the Buyer to the Seller exceed the amount granted by the Seller in accordance with the GTS credit limit. The Buyer's liabilities is understood as the sum of the value of orders placed (including orders in progress) and other existing, due and outstanding liabilities of the Buyer to the Seller.

3. Product price, payments

1. Unless the parties agree otherwise, the sale of the products may be made only after the Buyer has paid the entire price of the ordered product ("prepayment"). In such a situation, the Seller will start processing the order only after the due funds have been credited to its bank account.
2. The sale of products with a deferred payment date may be made only if the Buyer is granted a credit limit. The Seller may grant the Buyer a credit limit in a certain amount considering the volume of turnover, timely fulfilment by the Buyer of previous liabilities, lack of other liabilities of the Buyer to the Seller, the financial situation of the Buyer or covering the transaction with appropriate insurance. In any case, the Seller may unilaterally change the amount of the credit limit granted or withdraw its granting.
3. The sum of the value of orders in progress (including production in progress) and the existing due and outstanding liabilities of the Buyer under other liabilities may not exceed the amount of the granted credit limit. The gross value of receivables will be accepted up to the credit limit.
4. In the case of an order by the Buyer (who has been granted a credit limit), non-standard products, the Seller may make the implementation of the order dependent on the Buyer making an advance payment in the amount determined by the Seller. Failure to pay the advance within the set deadline will be considered as resignation from the order. The advance paid will be charged for the due liabilities of the Buyer at the discretion of the Seller, and in the event of failure to collect the goods by the Buyer, it will be retained by the Seller as a contractual penalty. The Seller may also claim supplementary compensation to the extent that the damage suffered exceeds the value of the contractual penalty.
5. Each time the applicable price is the net price of the product specified in the current price list, offer, order or contract.
6. The price of the product will be increased by VAT in accordance with the applicable rate.
7. The products price is calculated with two decimal places.
8. The date of payment is considered to be the date of entry of a given amount in the Seller's bank account.
9. Submission of a complaint by the Buyer does not release the Buyer from making the payment within the set deadline.

4. Transport, collection of products

1. The Seller will deliver the goods to the Buyer by its own transport, unless the parties agree on a different method of delivery.
2. The goods are delivered to the Buyer's registered office, unless the parties agree in writing on a different place of delivery.
3. In the case of delivery by transport of the Seller, each delivery of the goods will be documented by signing the delivery protocol by the Buyer, which will be the basis for the quantitative and qualitative receipt of the goods and transport racks.
4. In the event of receipt of the order by the Buyer's transport, the quantitative and qualitative acceptance of products and racks is performed at the Seller's registered office.
5. The delivery is considered accepted without reservations in terms of quantity and free from damage at the moment of signing the delivery protocol by the person indicated and authorized by the Buyer. In each case, it is presumed that the person authorized by the Buyer is the person actually collecting the goods at the Buyer's registered office or at another agreed place of delivery, or – in the case specified in paragraph 4 – the person who receives the products at the Seller's registered office. The provisions of paragraph 20, second sentence, et seq. of this paragraph apply accordingly.
6. In the case of transport organized by the Seller, quantitative deficiencies and deficiencies resulting from transport damage must be reported to the driver during the handover of the goods and documented by a protocol signed by both Parties. The recipient is obliged to immediately report this fact, in the form of a written complaint, to the Quality Department of Effector S.A. If, due to the type of packaging or for other reasons, it is not objectively possible to perform immediate quality control of the delivered goods, the inspection on receipt should include the number of products and damage visible on the outside. A quantitative or qualitative deficiency will not release the Buyer from the obligation to accept the delivery.
7. The acceptance of the goods by the Buyer without examination or failure to raise objections at the time of receipt of the goods will be considered as confirmation that the goods have been delivered correctly, in the right quantity and do not have damage resulting from transport damage.
8. In the case of transport organized by the Seller, the risk of damage or loss of the goods in transport until the commencement of unloading the goods by the Buyer is borne by the Seller. From the moment the unloading begins, i.e. from the moment the product racks are made available on the vehicle's loading box or on the self-loading elevator, the responsibility for the goods passes to the Buyer. In the case of transport and loading organized by the Purchaser, the risk of damage to the goods passes to

the Buyer at the time of making the goods available for loading. In the case of transport organized by the Buyer and loading performed by the Seller, the risk of damage to the goods passes to the Buyer at the time of placing the rack on the loading box of the mean of transport of the Buyer, at the Seller's registered office.

9. The minimum value of the order in one delivery is specified by the Seller in the commercial offer prepared for the Buyer. Despite the failure to meet the criterion of the minimum order value in one delivery, the delivery may be performed by the Seller, if the Buyer covers the costs of such delivery. The above restrictions do not apply in the case of receipt of products by the Buyer with its own transport and at its own expense.
10. In the event of existing time restrictions related to the movement on public roads of vehicles above a certain load or weight or the need to deliver goods by a vehicle with a load capacity of more than 3.5 tons or by an oversized vehicle, the Seller is released from the obligation to deliver within the agreed deadline, and the Buyer is obliged to provide an appropriate means of transport or to deliver appropriate permits that will enable the delivery of goods in compliance with road traffic regulations. In the event that the Buyer fails to meet the above conditions, the Seller will refuse to perform the delivery, without the right to pursue any claims by the Buyer and has the right to charge the Buyer for the costs incurred.
11. If, within the deadline set by the Seller, the Buyer does not collect the goods or refuses to accept them at the indicated place of delivery, the Seller may claim compensation from the Buyer in the amount of the agreed sales price, transport costs, as well as costs of storage of products. The flat-rate cost of storing the products is set at 1% of the net order value for each day of storage commenced, calculated from the first day after the expiry of the period within which the products were to be collected or delivered.
12. The delivery of products to the Buyer takes place on the following transport racks owned by the Seller and subject to return: L, C or A. Each delivery is accompanied by a list of racks, confirmed by the Buyer's representative at the time of delivery, confirming the receipt of the racks by the Buyer.
13. The Buyer, accepting the racks, is obliged to take care of their completeness and technical condition. The Buyer is obliged to prepare the racks for collection within the deadline set by the Seller, but not longer than 14 days from the date of delivery, at the Buyer's registered office or at the place of delivery of the goods. In the event that the Buyer fails to meet the above obligation, it will immediately return the racks with its own effort and expense to the Seller's plant. In the case of transport organized by the Buyer, it is obliged to return the racks to the Seller's plant within no more than 14 days from the date of receipt of the products. It is unacceptable to export racks outside the territory of the Buyer's legal seat or use them for purposes other than storing the goods provided by the Seller.
14. The Seller has the right at any time to call the Buyer to confirm the condition of the racks in the Buyer's possession, indicating their designation, and the Buyer is obliged to take a position within 7 days from the date of receipt of the call. Failure to respond by the Buyer within the period specified in the previous sentence will be considered as a tacit confirmation of the state indicated by the Seller.
15. In the event that the Buyer does not return the racks within the period specified in 4.13 above, or returns the incomplete or damaged racks, the Seller has the right - at its discretion - to debit the Buyer with a sales invoice or charge a contractual penalty (debit note) in accordance with the prices applicable on the date of issue of the documents, regardless of the period from which the racks are concerned. The amount of the contractual penalty depends on the current price of the rack and is calculated for each day of delay in returning the rack after the deadline referred to in 4.13 of this paragraph, by issuing an appropriate accounting document, to which the Buyer agrees. The current prices of the racks will be included on an ongoing basis in commercial offers, weekly mailing on the status of racks and on delivery protocols.
16. If the Buyer returns the complete, undamaged rack within 30 calendar days from the date of issuing the debit note by the Seller, the Seller will correct the value of the penalty charged to PLN 0. If the return of the rack takes place after 30 calendar days from the issuance of the debit note, the Seller will retain 15% of the charged contractual penalty for each commenced 30-day delay period.
17. In the case of returning the racks included in the sales invoice, the Seller will issue a correction invoice corresponding to the full value of the rack only in the case of returning the racks within 30 calendar days from the date of issuing the invoice. If the return of the rack occurs 30 calendar days after the invoice is issued, the Buyer will issue a resale invoice to the Seller, reducing the value of the rack by 15% for each commenced 30-day delay period.
18. The payment by the Buyer of an accounting document in an amount equal to that mentioned in 4.15 releases the Buyer from the obligation to return the rack.
19. The Seller reserves the right to demand from the Buyer, in justified cases, a deposit for the delivered racks in the amount specified in 4.15.
20. The quantity and numbers of the delivered racks are disclosed each time in the delivery specification and in the delivery acceptance protocol. The Buyer is obliged to indicate in writing the person authorized to sign the delivery documents. In the event of delivery of the goods to the Buyer's registered office and the lack of a written indication of the authorized person or his/her absence on receipt, the signature by the person making the actual receipt of the products and racks is considered as acceptance by the Buyer of the products and racks in accordance with the specification and delivery protocol.
21. In the event of delivery to a place other than the active company of the Buyer without a written indication of the person authorized to collect the products and racks or in the event of the absence of the authorized person at the reception, the Seller has the right to refuse to perform the delivery, without incurring any liability on this account and charge the Buyer with the costs of transport.
22. Acceptance of delivery is confirmed by a legible signature of the person performing the acceptance, enabling him/her to be

identified.

23. The return of the racks takes place only on the basis of the protocol signed by the Seller for the return of the racks containing the quantity and identification numbers of the handed-over racks, provided that the Buyer is obliged to indicate and verify them.

5. Quality of the goods. Guarantee. Complaints. Warranty for defects

1. The Seller is obliged to make the products in accordance with the applicable regulations, including the Technical Regulations, with due diligence resulting from the professional nature of the business and in accordance with the QMS in force in the Seller's company.
2. The technical criteria for the Products manufactured by the Seller are specified in the Technical Conditions (hereinafter also: "TC").
3. Purchased products should be stored in covered, dry and airy rooms. The products should be protected against direct sunlight and harmful effects of other atmospheric factors, including rainfall – in accordance with current standards in this field. Detailed storage conditions are specified in the Technical Conditions. The Seller is not liable for defects resulting from improper storage of the goods.
4. The Seller grants a five-year guarantee for the tightness of the delivered glazing units on the terms set out in the "Conditions of the Guarantee for Glass Units" (hereinafter: "Conditions of the Guarantee"), constituting Annex 1 to these GTS.
5. The Buyer is obliged to check the goods at the time of delivery.
6. Hidden defects, which are not possible to find at the time of receipt of the delivery, should be reported immediately, at the latest within three days from the date on which the Buyer found the defect or on which he could find it with the utmost professional care in this regard.
7. The condition of the Seller's liability for defects in the goods is professional (i.e. with professional care and knowledge) handling of the goods by the Buyer and use of these goods in accordance with its intended use. The Buyer shall bear the burden of proving the above circumstances.
8. If during the processing or use of the goods it turns out that it contains defects for which the Buyer will pursue claims, the Buyer must refrain from further use of these goods. The Buyer is obliged to secure the defective goods and store them until they are exchanged or returned.
9. The procedure for submitting and considering complaints is specified in the "Complaint Procedure", constituting Annex 2 to this document.
10. Under pain of losing the right to claim from the Seller any claims for defects in goods or non-conformity of delivery with the contract, the Buyer is obliged to complete all formalities provided for in the Complaint Procedure.
11. The Buyer submits complaints no later than before the expiry of the period of protection under the warranty for defects or the warranty period on the complaint document, i.e. in writing on the Complaint Form ("Form") constituting Annex 3 to these GTS (available on the Seller's website) or on another document containing all the information required in the Form and the Complaint Procedure. The Buyer sends the Seller a notification with photographic documentation of the defect by e-mail to the e-mail address indicated in the Form. Lack of photographic documentation may result in failure to consider the complaint.
12. Failure by the Buyer to meet the deadlines for the complaint specified in points 5.6 and 5.11 means that the complaint will not be considered by the Seller.
13. In each case of a complaint, the condition for its consideration by the Seller is a properly prepared complaint document.
14. The basis for the quality assessment of the products are the current European standards and internal documents of Effector S.A. included in the Technical Conditions.
15. In the case of recognition of the validity of the complaint, the Seller is obliged to deliver the product free of defects free of charge in exchange for the defective goods only to the Buyer's registered office without the obligation to incur additional costs. If there are circumstances that prevent or significantly hinder the Seller from delivering the defect-free product to the Buyer, the Seller reserves the right to pay the Buyer an appropriate amount of money. The Seller's scope of liability is specified in Paragraph 6 (Scope of Liability) below.
16. All activities related to the handling of complaints, as well as any liability of the Seller, are limited to the territory of the Buyer's legal seat. The provisions of Article 471 of the Civil Code are excluded.

6. Scope of responsibility

1. Any liability of the Seller in connection with the conclusion of the contract or the sale of the goods, regardless of the title of this liability, subject to paragraph 5 (15), does not include the costs of repairing damages related to expected benefits, lost profits, production losses, loss of market reputation, etc.
2. If a third party raises claims against the Buyer related to damage caused by a dangerous product, which may be related to the goods sold by the Seller to the Buyer or with products for the production of which the goods sold to the Buyer by the Seller were used, the Buyer should immediately, but not later than within 5 days, notify the Seller about it, providing it with all information related to the claim and allow him to participate in proceedings related to the claims of this person. Failure by the Buyer to meet the above conditions will result in the loss of the right to pursue claims from the Seller, as well as may constitute the basis for claims for damages by the Seller against the Buyer.
3. The Seller is not liable for failures to meet any deadlines resulting from the conclusion or performance of this Agreement, if

these failures are not due to its sole fault.

7. Entrusted material

1. The joinery entrusted by the customer to stick the glass to it should be equipped only with seals and accessories (e.g. washers, glass panes positioning tapes), which cannot be mounted after the glass has been embedded in it.
2. Accessories and seals should be mounted in the right, right place in the carpentry.
3. Any other pieces of equipment, such as handles, fittings, etc., which can be mounted in the joinery after the glass has been glued to it should be dismantled and should not be delivered to the Seller.
4. The Seller has no responsibility for the lack of accessories for the seals, in which the market was equipped (not installed in the appropriate place in the carpentry before delivery) and it is not possible to mount them after the glass has been embedded.
5. The Seller is not liable for the Buyer's failure to meet the requirements listed in 7.1-7.4 above. The Buyer will bear the burden of proving the circumstances referred to in 7.1-7.4.
6. The Seller is not responsible for the quality of the entrusted materials (glass, sash bars, frames, etc.)

8. Final provisions

1. The Buyer, by placing an order with the Seller, accepts the provisions of the GTS and the TC, unless the parties agree otherwise in writing.
2. Any changes to the GTS will be made in writing to be null and void. Changes to the GTS will be made by publishing them on the Seller's website.
3. The party whose situation has deteriorated as a result of sudden changes in economic, commercial, financial or political conditions is obliged to report this circumstance to the other party without delay. In such a case, each party is obliged to immediately undertake renegotiations in order to restore the contractual balance.
4. The GTS may be changed by the Seller at any time. In the absence of acceptance of changes by the Buyer, new orders for the performance of products will not be performed by the Seller – from the date of application of the new provisions of the GTS, unless the parties agree otherwise in writing.
5. Any disputes that may arise between the parties will be submitted to the resolution of the Polish common court competent for the registered office of the Seller. The Seller is also entitled to sue the Buyer according to the place of its registered office.
6. The price list, offer, invoice agreement or other document under which the Seller will sell products to the Buyer, these GTS apply to each order. The Buyer's commercial terms and conditions do not apply, even if there is no explicit objection to them.
7. The Buyer is obliged not to disclose to third parties the existence, content or conditions of economic cooperation between the parties. In addition, it is obliged to use the information and data obtained only for the purposes of concluding and performing the contract, unless it obtains the prior express written consent of the Seller for the use of such information or data for other specified purposes. The above obligation applies to all technical and scientific information about the products sold under these GTS, as well as commercial and financial information, regardless of the form in which it is presented. Information commonly known at the time of its transmission or requested by authorised bodies in accordance with applicable law has been excluded from the obligation of commercial confidentiality.
8. The relevant provisions of generally applicable Polish law, in particular the Civil Code, apply to the extent not governed by the GTS.

ANNEXES

TO THE GENERAL TERMS AND CONDITIONS OF SALE OF INSULATING GLASS UNITS AND SPECIAL GLASS PRODUCED BY EFFECTOR S.A.

Annex no. 1 - Conditions of the Guarantee for Glass Units	9
Annex no. 2 - Complaint Submission Procedure	12
Annex 3 - Complaint Notification Form	13

Annex no. 1 to the GTS

GUARANTEE CONDITIONS FOR INSULATING GLASS UNITS

ISSUE DATE: 04.2023

§ 1.

General information

1. EFFECTOR S.A. (hereinafter also: the "Guarantor") grants a 5-year (five-year) guarantee for produced insulating glass units, under the conditions described below.
2. These Guarantee Terms and Conditions constitute a guarantee document issued by Effector S.A. (Zakład Kielce, ul. Hauke Bosaka 2, 25-214 Kielce and Zakład Wędkowy, 83-115 Swaróżyn).

§ 2.

Guarantee scope

1. The Guarantor guarantees the tightness of the produced insulating glass units for a period of 5 (five) years, but not longer than the guarantee period of the joinery in which the insulating glass units will be installed.
2. The guarantee covers insulating glass units used in civil construction, in accordance with their intended use and the principles of proper assembly (in accordance with the currently applicable standards) and used in normal climatic and architectural conditions.
3. The scope of the guarantee covers only the risk of loss of tightness through insulating glass units, whereby tightness is understood as the absence of the phenomenon of water vapour proliferation (under normal weather conditions) in the interior of the glazing unit (on the internal surfaces of the glazing units).
4. The guarantee covers only those cases in which the loss of tightness was caused by the reasons of faulty insulating glass units or material defects inherent in the provided insulating glass units, if these defects were caused by the fault of the Guarantor.
5. The guarantee does not cover cases in which the loss of tightness occurs simultaneously with a rupture, breakage or mechanical damage of at least one of the component of insulating glass units or the insulating glass unit itself.
6. The basis for the quality assessment of the insulating glass units involves the current standards relating to insulating glass units and internal documents of Effector S.A. included in the Technical Conditions, in force on the date of production of the insulating glass units.
7. The guarantee period starts from the date of production placed on the distance frame of the insulating glass unit.
8. The guarantee expires if the insulating glass units have been processed or machined outside the Guarantor's company or damaged by third parties, as well as if the joinery in which the insulating glass unit has been installed is defective.
9. This guarantee does not cover insulating glass units used for industrial and automotive purposes.

§ 3.

Rules for considering and settling recognized complaints

1. The Recipient obliged to check the insulating glass units at the time of delivery.
2. The tightness loss, which was not possible to find at the time of receipt of the delivery, should be reported immediately, not later than within three days from the date on which the Recipient found the defect or on which it could at the earliest find it with the utmost professional care.
3. Under the pain of losing the right to claim from the Guarantor any claims for loss of tightness of insulating glass units, the Recipient is obliged to complete all formalities provided for in the preceding paragraphs, in particular to report irregularities to the Guarantor immediately after they were found, but not later than at the time at which, pursuant to the above provisions, it was possible to find.
4. In the event of a loss of tightness by the joinery user during the period of this guarantee, the Recipient is obliged to make available to the Guarantor the documentation of the claimed insulating glass units in a manner enabling the complaint to be processed as soon as possible. In particular, the Recipient is obliged to provide the Guarantor with a copy of the document of purchase of the claimed insulating glass units (indicating the order number), a description of the reported defect and photographic documentation confirming the defect.
5. The complaint in the form of the Complaint Notification Form (i.e. Annex 3 to the GTS and available on the Guarantor's website) should be addressed to the e-mail address indicated by the Guarantor on the website www.effector.pl in the "Contact" tab.

6. The Guarantor is obliged to consider the complaint within 14 days from the date of obtaining a complete complaint application, in accordance with the Complaint Procedure.
7. In each case of a complaint, a correctly prepared complaint document is the condition for to its consideration by the Guarantor.
 8. If the complaint is considered justified, the Guarantor is obliged, at its own discretion, to:
 - a) remove the defects of the insulating glass units; or
 - b) deliver new insulating glass units to the Recipient's registered office in exchange for defective insulating glass units without liability for additional costs; or
 - c) grant a price discount.
 9. The choice of the method of settling a complaint considered by the Guarantor to be justified will be determined each time by the Guarantor. Each time, the selection of activities under the guarantee will be supported by the most economical solution.
 10. The Guarantor's obligations will be fulfilled without unjustified delay, i.e. within 14 days from the date of considering the complaint to be justified. In the event that it will not be possible to meet the above deadline for technological or logistical reasons, the Guarantor will notify the Recipient about this fact, indicating the date by which the Guarantor's obligations can be performed.
 11. The Guarantor's liability under this guarantee and any other liability for damages is limited to the value of the claimed insulating glass units.
 12. The Guarantor's liability in connection with the conclusion of the contract or the sale of the insulating glass units, regardless of the title of this liability, does not include the repair of indirect damages, lost profits, production losses, replacement costs, loss of market reputation, etc.

§ 4.

Exclusions from the guarantee

The following are not covered by this guarantee:

1. Insulating glass units with the use of sandblasted and acid-etched glass (insulated with the processed side to the inside of the unit), patterned glass, wired glass, insulating glass units with openings within the unit and shapes of insulating glass units not listed in the catalogue of shapes of the Technical Conditions, unless the parties agree otherwise.
2. Defects of insulating glass units not reported within the period specified in § 3 (1 or 2).
3. Defects resulting from improper and careless transport, storage, handling, placement, regardless of whether these damages were caused intentionally or unintentionally.
4. Defects resulting from improper assembly, inconsistent with the principles of proper assembly in relation to current standards or made contrary to the construction art.
5. Defects resulting from improper seating in carpentry, seating in carpentry improperly made, improper seating of the frame in the frame or façade, or seating of glazed units with the use of inappropriate mounting elements.
6. Defects resulting from the execution of joinery not in accordance with the rules of construction art or current standards.
7. Defects caused by incorrect or non-agreed assembly of additional elements on joinery plane in which insulating glass units are mounted, in particular external anti-burglary roller blinds, internal roller blinds, sun awning blinds and other mechanically mounted elements.
8. Defects resulting from excessive load, seating in joinery without maintaining the expansion spaces required by standards, tension of insulating glass units resulting from the movement of the building, or unusual behaviour of joinery.
9. Defects resulting from the contact of insulating glass units with an abrasive agent or chemicals causing corrosion (acids, etc.).
10. Defects resulting from processing, e.g. cutting, grinding, applying additional varnish, sticking films: sun, insulation, decorative and others.
11. Defects resulting from the use of inadequate materials in contact with insulating glass units, such as: supports/washers, binders, etc. (compatibility test).
12. Unusual insulating glass units, exceeding the performance standards included in the Technical Conditions of Effector S.A.
13. Insulating glass units the construction of which was determined by the Recipient and proved to be inappropriate from the point of view of the method and conditions of transport, storage, assembly or use.
14. Insulating glass units made against the standards and recommendations of the Guarantor on request and at the sole risk of the Recipient.
15. Defects arising after the delivery of the insulating glass units to the Recipient, as a result of the action of third parties, including the final Recipient, with particular emphasis on assembly or construction errors.
16. Differences in the colours and shades of the insulating glass units supplied of the same type and other physical characteristics of glass and insulating glass units supplied in subsequent deliveries, if these differences result from the use in the production of components the parameters of which are within the tolerances provided for by the relevant standards for such components. Colour differences that may occur between adjacent insulating glass units are permissible if they meet the GEPVP criteria (www.glassforeurope.com) for measuring and assessing the colour of coated glass mounted in building façades.

17. Defects in the form of cracks resulting from the transport or installation of insulating glass units (without pressure compensation) above 700 m above sea level.
18. Defects in the form of glass cracks as a result of the inclusion of nickel sulphide NiS, if the component of the insulating glass unit has not been subjected to the HST test.
19. Defects resulting from circumstances beyond the control of the Guarantor, including force majeure, including natural disasters, etc.
20. Defects resulting from improper use of insulating glass units.

§ 5.

Final provisions

1. Any disputes between the parties arising from this Guarantee will be resolved by a common court competent for the registered office of the Guarantee Holder, whereby the Guarantee Holder is entitled to sue the Recipient before a common court according to the registered office of the Recipient.
2. The relevant provisions of Polish law, in particular the Civil Code, apply to all ungoverned cases specified in the GTS, without reference to the conflict of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods prepared in Vienna on April 11, 1980, is clearly excluded.

Annex no. 2 to the GTS

COMPLAINTS SUBMISSION PROCEDURE

ISSUE DATE: 04.2023

I. SUBMISSION OF A COMPLAINT

1. The notification is made by the Buyer, after prior verification of the validity (visual inspection, documentation), subject to the conditions resulting from point 5, under pain of leaving the complaint unresolved.
2. The notification is made in accordance with the provisions of the documents: General Terms and Conditions of Sale and Technical Conditions of Effector S.A.
3. The application is made on the Complaint Notification Form in writing:
 - a) **e-mail, registered letter** - a detailed description of the defect along with the glass pane identification data
+ photographic documentation with a dimensioned defect
4. The notification should be described as follows:
 - a) e-mail - **Complaint (name of the buyer – customer name or order number)**
 - b) registered letter - e.g. Complaint (Joinery – Customer's name) or Complaint (Woodwork – 12345)
5. The notification will contain the following information:
 - a) Notification date,
 - b) The exact data of the Notifier (Buyer),
 - c) Delivery date, order number, invoice number, glass pane dimensions, glass pane construction,
 - d) A detailed description of the defect, based on the visual inspection or collected photographic documentation,
 - e) Photos of defects/damage (Photos, in order to determine the size of the defect/damage, should be made using the reference point – using a ruler with a visible scale. In case of difficulties in taking a photo, e.g. inability to focus, a photo should be taken applying e.g. a checkered paper, if possible, from the outside or inside).
 - f) Contact details of the final customer with the address of the place of installation of the product/occurrence of the defect.

II. CONSIDERATION OF THE COMPLAINT

1. Complaints are considered based on the provisions of current standards and internal documents of Effector S.A.
2. The assessment of the validity of the complaint is made on the basis of the documentation sent by the Notifier (description, data, photographic documentation), in accordance with point I.5 above.
3. In the case of positive verification, par. 5 (15) of the General Terms and Conditions of Sale is applied.
4. In the absence of the possibility of proper verification (e.g. lack of documentation, low-quality photo), in agreement with the Notifier (Buyer), the complaint glass pane is made for a fee, while the verification of legitimacy takes place after the return of the contested product. In the case of positive verification, a correction invoice is issued.
5. In the case of negative verification, in agreement with the Notifier (Buyer), the complaint glass pane is made for a fee.
6. In disputed cases, it is possible for the employee of the Quality Department to carry out a visual inspection at the place of installation of glass, subject to economic justification by the value of the complained glass pane. If the notification is not justified, EFFECTOR S.A. reserves the right to charge the Notifier with the costs of the inspection.

Annex 3 to the GTS

COMPLAINT NOTIFICATION FORM

ISSUE DATE: 04.2023

Fill in each time when submitting a complaint, entering the text or sign "X" in the appropriate boxes.

Notification no./name Notification date

CONTACT DATA

Name/Customer
Contact person
Contact phone E-mail address

DETAILS OF NOTIFICATION

Order no. Commission no.
Year of production Number of
Location
Contact person Phone

COMPLAINT REASON

Place for the main label or photo of the print from the frame:

Order no.

Dimensions

width x height	width x height
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Construction

Quantitv

Type of defect:

- spot defect (air bubble, pebble, grain, etc.)
- residue (dirt, stains, stains, etc.)
- linear defect (scratches, elongated defects, etc.)
- unsealing (internal water, drying out, etc.)
- transport break (as declared in the delivery)
- construction not in accordance with the order
- quantity not in accordance with the order
- incorrect placement of sash bar
- other breaks/cracks
- other defects*

* provide a brief description of the

ADDITIONAL INFORMATION

Photos of YES NO Order specification YES NO

DISPOSITION/PENDING NOTIFICATION

- execution of a new glass pane (in the case of recognition of the validity of the notification)
- correction invoice without the implementation of a new glass pane (if the notification is considered justified)
- performance of a paid inspection at the installation site (only in the event of interpretation discrepancies in the assessment)
- visual inspection at the assembly site (only in the case of discrepancies in interpretation of the assessment)

Please keep a copy and return the scan immediately to: reklamacje@effector.pl or pawel.pajak@effector.pl



EFFECTOR S.A.
ul. Hauke-Bosaka 2
25-214 Kielce
e-mail: effector@effector.pl

Zakład Produkcyjny
Szyby Zespólone i Obróbka Szkła
ul. Hauke Bosaka 2, 25-214 Kielce
contact +48 41 348 20 70; fax +48 41 348 20 80
e-mail: kielce@effector.pl

Zakład Produkcyjny
Szyby Zespólone i Obróbka Szkła
Wędkowy, 83-115 Swarzędz
contact +48 583 511 107; fax +48 583 511 105
e-mail: wedkowy@effector.pl

www.effector.pl

Join us on Facebook



w w w . e f f e c t o r . p l