

**Warranty terms and conditions for polypropylene strips
by Thermoplast Technology P.S.A.**

1. The Seller guarantees the high quality of THERMOPLAST goods and their compliance with the relevant standards and technical parameters applicable to this kind of goods.
2. The Purchaser shall be entitled to warranty rights.
3. The warranty shall only cover defects due to reasons inherent in the goods sold which become apparent during the warranty period.
4. These warranty terms and conditions are the only document on the basis of which the holder of the warranty may claim his rights under the warranty on the territory of the European Union, subject to the provisions of clause 15 below. The warranty covers only goods purchased in Poland.
5. A prerequisite for the exercise of warranty rights is to enclose a proof of purchase with the goods being claimed, including the date of purchase and a description of the goods.
6. A proof of purchase without the indication of the goods, the date of sale and the legible stamp and signature of the Seller is not valid. Any changes, blurs or erasures of the aforementioned data on the proof of purchase will make it invalid for warranty purposes.
7. The Seller provides a 10-year warranty on the goods, starting from the date of delivery of the products to the Purchaser, which includes:
 - shape retention,
 - colour fastness - variations allowed $DE \leq 3.0$
 - detailed conditions for checking, which are described in the appendix to these warranty terms and conditions below.
8. The warranty terms and conditions shall not include:
 - mechanical damages to the goods and damages resulting from accidental occurrences such as fire, effects of chemical agents as well as circumstances due to force majeure,
 - traces resulting from use such as scratches, contamination, abrasion,
 - mechanical damages during installation and defects caused by such damages,
 - damages resulting from incorrect use of the goods or use of the goods not in accordance with the instructions for use.
 - negligence of the Purchaser,
 - improper operation.
9. The warranty terms and conditions shall furthermore not cover insignificant defects of the goods, which remain invisible after installation and during the use of the goods and do not affect their value in use.
10. The warranty period begins upon signing the document confirming receipt of the goods by the Purchaser. If the receipt of the goods did not take place within the time specified in the order for reasons attributable to the Purchaser, the beginning of the warranty period shall be the day on which the receipt of the goods should have taken place in accordance with the order.
11. Complaints with a description of the defect should be made in writing to the Seller's postal address or by e-mail to claims@thermoplast.eu, including proof of purchase as attachment.
12. The notification of a claim by the Purchaser shall not suspend the Purchaser's obligation to pay for the delivered goods and the Seller shall not proceed to fulfil the warranty obligations until the Purchaser has fully paid for the delivered goods.
13. The Seller shall consider the claim within 21 days from the date of its notification and shall respond to the Purchaser within the same period on how the claim has been handled, subject to the provisions of clause 11. The warranty obligations shall be fulfilled within a period not exceeding 6 weeks from the date of the Purchaser's acceptance of the way the claim has been handled, unless a longer period is agreed between the parties.
14. The Seller undertakes to remove any defects in the goods revealed during the warranty period free of charge in accordance with the rules laid down in these warranty terms and conditions by replacing the goods with goods free of defects.
15. The warranty conditions are valid within the European Union unless the Seller extends them by a separate agreement to another country of the Purchaser.
16. In matters not regulated, the provisions of the Civil Code shall apply. The warranty shall not exclude, limit or suspend the Purchaser's rights arising from the non-compliance of the goods with the contract.
17. The use of liability under the warranty for defects in relation to the Seller's goods is excluded.

The above terms and conditions come into effect on 1 January 2024. Upon entry into force of these terms and conditions, all other provisions of the terms and conditions of sales and delivery shall expire.

Appendix to the warranty terms and conditions for propylene strips

TESTING THE COLOUR FASTNESS OF FENCE STRIPS

As a result of external influences such as UV radiation, solar radiation, air humidity, air pollution, the profiles undergo ageing processes which manifest themselves, among other things, in a change of colour. The colour fastness of the profiles can be measured instrumentally according to ISO 7724 by measuring the colour value according to the CIE L*a*b* system. By measuring with the spectrophotometer, the deviation of the test sample from the master, i.e. the DE / delta E / value, can be determined.

Creating and storing master samples.

Master samples to be used as reference for the test sample are the profile samples taken during each production of the colour in question. The measurement of the L*a*b* value of a given sample will be stored in the memory of the Master Color software for measurements and data backup.

The samples labelled with the date of sampling will be stored in the laboratory of the Seller's Quality Assurance Department for a minimum of 5 years from the date of production in dry, sealed containers.

Preparation of test samples.

The profile samples to be tested should be dry and free of contaminants such as dirt, tarnish.

The surface of the test samples should be wiped with a soft cloth moistened with clean water and allowed to dry before testing.

Determination of colour changes.

The basis for assessing the degree of changes is a comparison of the L*a*b* value of the test sample to the master sample made with a spectrophotometer in D65/100 geometry.

The measurement should first be carried out on a master sample / an averaged result from 5 measurements at different points /. The averaged result of the three measurements on the reference sample compared with the measurement of the master will determine the DE value, the value of which is used as the basis for assessing the colour fastness of the profiles.

Evaluation of the results

The samples showing a value of $DE \leq 3.0$ in relation to the master meet the requirements and do not constitute any grounds for the approval of warranty claims.

The samples showing a value of $DE \geq 3,0$ in relation to the master may constitute a ground for the approval of warranty claims.