

TERMS FOR GRANTING WARRANTY FOR CONCRETE PRODUCTS AT SUPERBET KEMPISTY SPÓLKA JAWNA

SUPERBET® Kempisty Sp. J. guarantees the Buyer the quality of the products sold and their compliance with the reference documents. The products sold (qualified as construction products) are admitted to trading in accordance with the national regulations set out in the Act of 25 June 2015 amending the Act on construction products and the Act on the conformity assessment system, as amended (Journal of Laws of 2015, item 1165) . SUPERBET® Kempisty Sp. J. issues a **Performance Declaration** of the product at the request of the Buyer. On each pallet/package there is a "label" containing data on the reference document for compliance with which the product was manufactured and on the properties and classes of the product.

1. The warranty period for products manufactured by SUPERBET® is 3 years.
Claims under the warranty or guarantee may be demanded on the basis of current legal provisions regarding the terms of concluding contracts within the meaning of Art. 384 et seq. of the Civil Code, as well as the Act of 30 May 2014 on consumer rights (Journal of Laws of 2015, item 827, as amended).
2. The rights under the warranty are acquired by the Buyer on the condition of full and timely payment for the received products.
3. The Buyer forfeits the rights under the warranty if they fail to notify SUPERBET® of the revealed defects within 7 days from the moment of their detection or the notification is made after the installation of the products.
4. A complaint can be filed:
 - for quantity or assortment complaints resulting from incorrect loading of the Product - at the latest on the day of unloading the Product,
 - for quality complaints resulting from damage caused during transport - at the latest on the day of unloading the Product.
5. If the Buyer has accepted the goods without checking their condition and quantity in the presence of the carrier, or without reporting to the carrier any reservations indicating the type of shortage or damage - it is presumed that they have received the goods in the condition described in the delivery note.
6. The condition for submitting and considering a claim under the warranty is the presentation by the Buyer of the following:
 - a letter of complaint.
 - original proof of purchase of products: purchase invoice + document confirming the issuance of a delivery note.
 - photos showing defects or damage to the Products.
 - product labels on the product packaging on the transport pallet.
 - in the case of deliveries by courier - a completed complaint report from the courier.
7. The company where the goods were purchased must be notified about the complaint. The deadline for considering the complaint begins after the delivery of correct documents (see the list in item 6).
8. In the event of defects found during the use of the product, the Buyer should file a complaint in writing at the place of purchase of the products (dealers) or directly at the SUPERBET® sales department, if the goods were purchased at the Manufacturer's registered office. If the direct seller is omitted and a complaint is filed with the Manufacturer, the Manufacturer informs the customer about the obligation to inform the seller about the event. The information manual in the after-sales process must cover all parties involved in it due to the need to obtain full information on the reasons for the complaint or product identification. It also involves financial obligations between the parties. The complaint will be considered within 21 days from the date of receipt of the complaint letter. If the complaint is accepted by SUPERBET®, the conditions for removing the damage will be specified in writing by mutual agreement.
9. If justified, SUPERBET® sends their representative to inspect the construction site. During the inspection, a protocol is prepared and photos are taken. The inspection report is signed by the Investor and is the basis for considering the complaint at the Manufacturer's registered office.
10. In the event of finding defects in the products before installation, the Buyer should not start installation works. In such a case, the Buyer should immediately notify the Seller of this fact. If defects of the product are found during installation, the Buyer is obliged to refrain from installation until SUPERBET® is informed and the course of further proceedings is determined. If the Buyer has installed a product with previously found defects, the Manufacturer does not bear the costs of demolition and re-installation of the product.
11. SUPERBET® is released from liability under the warranty if the Buyer knew about the defects of the products at the time of concluding the contract.
12. In the case of a justified complaint, the defective product will be replaced with a new one free of defects or, in agreement with the Buyer, discounted and reclassified as a substandard product.
13. The following are not covered by the warranty admitted by reference documents:
 - deviations in dimensions and appearance of the product allowed by the relevant standards,
 - lime efflorescence in the form of a white coating,
 - deviations in the texture uniformity of the surface layer,
 - colour deviations due to the production process and the natural variability of raw materials,
 - occurrence of flashes on the edges of bevelless products,
 - differences in shades of hollow bricks and fencing caps as well as split palisades - caused by the variability of raw materials of natural origin: temperature, humidity, etc.
 - pores - small indentations due to the production process,
 - slight mechanical damage - abrasions, scratches.
14. Non-full-value products, so-called non-conforming products or discounted products are not covered by the warranty.
15. Goods after being produced at SUPERBET® are subject to a curing period, i.e. storage until initial strength is obtained, enabling safe transport and packaging. If this period is interrupted (it lasts about 7 days from production), the customer is informed by an employee of the sales department about this fact, and an appropriate record is made on the delivery note. Receipt of the goods during the curing period, in the event of damage, releases the Manufacturer from warranty liability for the goods.
16. The warranty does not cover defects and damage to the products resulting from:
 - use of the goods contrary to the intended use and properties of the purchased goods,
 - improper design or execution of footings,
 - improper selection of the product for the load type and size,
 - installation of purchased products inconsistent with the principles of good construction practice,
 - damage to the product as a result of incorrect installation,
 - improper storage or transport of products,
 - improper installation of fencing elements,
 - use of concrete with a poor exposure class for pouring, filling fences,
 - use of fine-grained, contaminated material to close the joint - which may cause discoloration on the surface of the product's surface or damage to the product's edge.

- collecting goods at the Buyer's own risk, before the initial curing period passes (pre-binding).
- 17. The Manufacturer recommends closing the joint before the process of compacting the paving stone surface, in particular bevelless stones that do not have a technological spacer. The equipment used for work should be secured so as not to damage the product.
- 18. Technological spacers do not determine guide lines for paving rows.
- 19. In the case of consumer sales, the provisions of the Consumer Law apply, in particular the Act of 30 May 2014 on consumer rights, Journal Laws of 2014, item 827 as amended.
- 20. Details regarding the sale can be obtained in the General Terms and Conditions of Sale, available on the Manufacturer's website www.superbet.com.pl or at the Company's registered office.
- 21. The split elements are subjected to the concrete breaking process. Each element is unique, and its different surfaces are a natural effect of this process and do not constitute grounds for complaints.
- 22. The ELEGANT and GALA fencing blocks have deviations allowed by the norm, therefore it is recommended to review all the blocks before installation and, if necessary, polish individual elements.
- 23. The installation method of SPLIT, ELEGANT and GALA fences is presented in the Fence Installation Instructions available on the Manufacturer's website www.superbet.com.pl or at the Company's registered office. Installation of the fence inconsistent with the instructions or inconsistent with the construction practice deprives the Buyer of the rights to the warranty for the product. The fence can be erected to a maximum height of 2.20 m from the level of the adjacent ground. Products damaged during natural disasters, unforeseen random accidents and during winds exceeding 22 m/s are not subject to complaints.
- 24. At the moment of finding defects in the fencing elements and split palisades, the Buyer is obliged to stop working on the construction of the structure and file a complaint. A representative of SUPERBET® carries out an inspection at the site of the planned installation of the product. If the complaint is justified, the Manufacturer is obliged to replace the defective products within the time limit and on the terms agreed upon by both parties. The Manufacturer has the right to refuse to fulfil warranty claims when the Buyer knew about the defect of the product at the time of its receipt or when the defect is insignificant and does not reduce the performance parameters of the product.
- 25. The warranty does not cover products improperly stored in construction yards and construction sites on an uneven surface, causing cracks and damage (in particular split products and high products, so-called edges, curbs, fences), which will not be subject to complaint claims.

Failure to comply with the Manufacturer's recommendations results in the loss of the warranty.

ADDITIONAL INFORMATION

1. The products are sold on returnable transport pallets and secured with tape or foil + label. In the case of courier shipments, the products are packed on non-returnable pallets.
2. Some types of paving stones have edge and half stones, which are offered together with basic paving stones in a strictly defined quantity per m². Any excess of edge and half stones is not refundable, and their possible shortage should be supplemented by cutting basic stones or purchasing the missing quantity. It should be remembered that the dimensions of the products have a nominal value, which naturally changes with the production process.
3. The demand for paving stones per m² of the surface to be laid also includes joints and, accordingly, the products will be delivered in such a way that the ordered surface can be laid with them while maintaining the mesh size (possible cut-outs should be taken into account). Almost all types of paving stones have special spacer protrusions, however, they are not sufficient to replace the necessary joints, the size of which varies from 3 mm to 5 mm depending on the system. The catalogue is available free of charge and is for information purposes only. Photos of some products may slightly differ from reality. The printing practice has its limitations in terms of presenting the colours of products and their properties.
4. SUPERBET® reserves the right to change prices and editorial errors. This list of products is intended to present the planned assortment for a given season, therefore we do not guarantee full availability of products contained in the catalogue, which does not constitute a commercial offer within the meaning of civil law (Article 66 § 1 of the Civil Code - Journal of Laws 64.1693 as amended and the Act of 30 May 2014 on consumer rights, Journal of Laws 2014, item 827, as amended).