BARTYN MANUFACTURER'S GUARANTEE

1. Guarantor, products and scope of protection

The guarantor is BARTYN sp. z o.o., ul. Brylantowa 8, 16-400 Suwałki, Polska, KRS 0000740984, NIP 8442363034, hereinafter 'BARTYN'.

The guarantee covers the following products manufactured by BARTYN and sold under the BARTYN brand: windows, external doors, internal doors, balcony and terrace doors with side-hung or tilt-and-turn sashes, HS lift-and-slide doors, PSK tilt-and-slide doors, shutters, and the equipment covered under the rules below. The product, its configuration and its equipment are identified by the purchase and delivery documents and the agreed order specification. This guarantee does not apply to deliveries under a third-party brand.

The territorial scope of this guarantee covers the place of installation of the product covered by these terms. The place of installation is assigned to the specific product on the basis of the purchase or delivery documents or the property address given when the claim is notified.

The guarantee protects against manufacturing defects in the product and in those of its parts that it covers. It covers defective workmanship, including a defect in the material used, where that defect constitutes a manufacturing defect of the delivered element. Particular properties, such as the integrity of the insulating glass unit seal or the durability of the coating, are covered by the guarantee for the periods stated in section 3. A change in technical standards after delivery does not in itself create an obligation to upgrade a correctly manufactured product.

BARTYN is the guarantor and the party to which claims under this guarantee are to be addressed. The guarantee periods promised here apply irrespective of any shorter guarantees given by suppliers of parts.

2. Entitled person and statutory rights

The person entitled under the guarantee is the first end customer who, at the time of purchase, is the owner of the building. The guarantee is not available to commercial intermediaries or to businesses carrying out installation. It is non-transferable and expires upon a change of building owner.

The same guarantee conditions apply to entitled private and business end customers.

In the event of a lack of conformity of the goods with the contract or a defect in them, a consumer has statutory rights against the seller, the exercise of which is free of charge and which this guarantee does not limit.

3. Commencement and guarantee periods

The guarantee period begins on the day of the documented handover of the product to the entitled end customer. Later installation does not postpone this date. Handover may be proven by a delivery receipt or any other reliable document from which the date, the recipient and the identity of the product can be established. Customer registration is not required.

Product, part or property	Guarantee period
Products	
Windows and balcony and terrace doors with side-hung or tilt-and-turn sashes	5 years
External doors	2 years
Internal doors manufactured by BARTYN and sold under the BARTYN brand	2 years
HS and PSK doors	2 years
Shutters	5 years
Glazing	
Integrity of the insulating glass unit seal in windows, with aluminium or plastic spacer bars	5 years
Integrity of the insulating glass unit seal in external doors, HS and PSK doors	2 years
Hardware, mechanisms and seals	
Window hardware	5 years
Main hardware of external doors and main mechanisms of HS and PSK doors	2 years
Seals	Seals are covered for the guarantee period of the product in which they are installed.
Performance of the clips joining aluminium and timber	5 years
Surfaces	
Coatings on timber elements	From 2 to 5 years, in accordance with Annex 1
Resistance of the silicone layer	3 years
Resistance of the coating on aluminium connectors	5 years, in environment groups 1–2
Equipment	
Items of additional equipment	2 years, in environment groups 1–2
Automatic and electronic components	2 years, in environment groups 1–2.[1]

[1] The electrical connection is made by a person holding the appropriate authorisation.

For internal doors, the two-year guarantee period applies to the entire product and to those of its parts and properties covered by this guarantee, including glass, main hardware and coatings. This product-specific period takes precedence over the differing, longer periods in this table and in

Annex 1. The other guarantee conditions, in particular the exception below for oiled, unfinished or merely primed surfaces, remain in force. For the other products, the respective periods assigned in this table and in Annex 1 apply.

Additional equipment includes, among other things, door closers and additional mechanisms, hinges and handles. Automation and electronics include, among other things, espagnolette drive motors, electromechanical locks, fingerprint readers and code keypads. The allocation of a part is determined by its function in the specific product. A part of the main window hardware does not become additional equipment merely because it is called an 'espagnolette', 'hinge' or 'handle'. Its five-year guarantee is retained.

The following environment groups apply to this guarantee:

Group	Outdoors	Indoors
1 — low	Slightly polluted atmosphere, mainly rural areas	Unheated buildings where condensation may occur, e.g. warehouses
2 — moderate	Urban and industrial atmosphere with moderate sulphur dioxide pollution, and coastal areas with a low salt load	Production with high humidity and pollution, e.g. food-processing plants, laundries, breweries, dairies
3 — high	Industrial areas and coastal areas with a moderate salt load	Sports facilities, swimming pools, ship repair yards
4 — very high, industrial	Industrial areas with high humidity and an aggressive atmosphere	Almost permanent condensation and heavy pollution, chemical plants
5 — very high, marine	Coastal areas with a high salt load	

Environments in groups 3–5 require a separate agreement on the use of the product. Without such an agreement, the guarantee does not cover damage caused by the aggressive conditions of that environment. The location alone does not exclude a defect unrelated to that exposure.

Oiled, unfinished or merely primed surfaces are not covered by the coating guarantee. This does not deprive the product's construction, glass or hardware of protection. Damage to the timber caused by a lack of appropriate surface protection is therefore not a manufacturing defect.

Differing individual agreements must clearly identify the product and the extent of the deviation and must be validly agreed before purchase.

4. Installation and protection against water

The external windows and external doors covered by this guarantee, including balcony and terrace doors with side-hung or tilt-and-turn sashes and HS and PSK doors, are installed in accordance with the recognised technical rules. The German 'Leitfaden zur Planung und Ausführung der Montage von Fenstern und Haustüren für Neubau und Renovierung', prepared by Gütegemeinschaft Fenster, Fassaden und Haustüren e. V. and ift Institut für Fenstertechnik, Rosenheim, edition of March 2024, is adopted as the point of reference. This includes in particular a connection to the wall that is resistant to driving rain on the outside, an airtight connection on the inside — tighter on the inside than on the outside — and correct sill and threshold connections.

An installer authorised by BARTYN is not required. An installation report or the contractor's invoice may help to clarify the circumstances but is not a mandatory condition of the guarantee. Incorrect installation in principle excludes protection for damage caused by that installation. BARTYN's additional specific conditions are as follows:

1. The external element — window, external door, balcony or terrace door with a side-hung or tilt-and-turn sash, HS or PSK door — is set back at least 5 cm from the outer surface of the finished wall. If it is installed flush with that surface or set back by less than 5 cm, no claims arise under this guarantee.
2. External doors are protected by a canopy meeting one of two conditions: its lower edge is no more than 50 cm above the door, its depth is at least 100 cm and its projection beyond each side edge of the door is at least 25 cm. Alternatively, the canopy provides protection at an angle of no more than 60°, as shown in Figure 3.6 in chapter 3.1.3 of the guideline. The vertex of the angle is at the foot of the door, at the threshold. The angle is measured between the horizontal pointing outwards and the line to the outer edge of the canopy, including in the lateral direction.
3. If there is no such canopy, linear drainage with protection against splash water is installed immediately in front of the door, across its full width, in accordance with the technical rules described in the guideline. If the door has neither such a canopy nor such drainage, no claims arise under this guarantee in respect of that door.
4. For other elements reaching down to floor or ground level, where the upper edge of the bottom part of the outer frame or of the threshold is less than 15 cm above the water-draining layer, linear drainage is installed immediately in front of the element across its full width. Examples of execution are shown in chapters 3.1.3 and 7.5 of the guideline. The absence of this drainage means that no claims arise under this guarantee in respect of the element concerned.
5. External window sills slope outwards.
6. Any heat source is located at least 150 cm from external doors.

The above additional requirements are BARTYN's own guarantee conditions. These requirements apply to all external products covered by this guarantee to which the respective condition relates. They do not apply to internal doors.

5. Construction, storage and care

Storage and construction phase

Until installation, the product is stored in a dry, ventilated place, protected from sun, wetting and damage. Airtight packaging and tight stacking are avoided where temperature changes cause condensation. Transport after handover takes place under cover, in dry and clean conditions, with the product secured against shifting.

In the rooms, air supply and air exchange appropriate to their use are ensured, especially during construction and in the first heating season. During plastering, screed laying and drying-out of the building, the elements are protected from water, dirt and excessive moisture. Effective covers and ventilation and, where necessary, dehumidification are used. Protective coverings are removed in

such a way that they neither damage the surfaces nor retain moisture. VFF-Merkblatt VOB.03:2019-10 serves as an aid. Excessive moisture and its connection with the reported damage are assessed on the basis of the actual circumstances.

Maintenance

At least once a year, a specialist contractor inspects, cleans and lubricates the hardware and, if necessary, adjusts it in accordance with the instructions for the system used. At least once a year, a specialist contractor inspects and cleans the coated surfaces, professionally repairs existing damage to the coating and applies the care products recommended for the coating concerned. The instructions applicable to the supplied coating apply in this respect. Seals are cleaned at least once a year with mild agents suitable for the material.

Care summary

What	Who	How often	Evidence
Coated surfaces: inspect, clean, repair existing damage to the coating and apply recommended care products	Specialist contractor	At least once a year	Invoice in accordance with the requirements below; care card as a summary
Hardware: inspect, clean and lubricate, adjust if necessary	Specialist contractor	At least once a year; adjust if necessary in accordance with the system instructions	Invoice in accordance with the requirements below; care card as a summary
Seals: clean with mild, suitable agents	May be carried out by the customer; no specialist contractor required	At least once a year	Care card or other reliable evidence

Evidence

Maintenance of the hardware and the annual inspection and cleaning of the coated surfaces, repair of existing damage to the coating and application of care products by a specialist contractor must be evidenced by an invoice stating the date, the order/item number and the work performed. The care card serves as a summary and does not replace this invoice. Other evidence admissible under mandatory law remains unaffected.

Under this guarantee, cleaning the seals does not require a specialist contractor. These activities are recorded in the care card. Other reliable evidence of their performance may replace the entry.

Cleaning

Coated surfaces are washed with clean water and a small amount of a neutral agent, using a soft cloth, without scrubbing or pressing, and then rinsed off immediately. The surface temperature must not exceed 25 °C.

Steam, abrasive agents, strongly acidic agents below pH 3, strongly alkaline agents above pH 12, organic solvents and agents of unknown origin are not used.

The agent is first tested in an inconspicuous place. Contact time does not exceed one hour. The instructions applicable to the supplied coating also apply.

Chemicals and material compatibility

The elements are protected from lime, cement, acids, alkalis, salt and chemical de-icing agents. Silicones, putties, filling compounds and installation greases that come into contact with them are neutral, approximately pH 7, and have confirmed compatibility with the surfaces. Stainless steel is cleaned with agents intended for it, in the direction of the brushing. Iron contamination is removed immediately.

Care instructions

The care and maintenance instructions applicable to the supplied product are made available on the BARTYN website, assigned to the product and version. BARTYN makes product documents required by law available in the required form.

Neglect of care is assessed in relation to the specific defect.

6. Assessment of defects and limits of the guarantee

The point of reference is the agreed timber quality, construction and finish of the product. Natural variations in colour, grain, structure and knots that fall within the agreed quality, and normal ageing, are not manufacturing defects. Differences between batches, colour change under the influence of light, matting, chalking, fine cracks and resin exudation require assessment taking into account the type of surface and the cause. Their name alone does not decide a rejection.

The surface is viewed on the finished product in diffuse daylight, without magnification and without marking the spot, from the normal direction of use. Glass is assessed according to the criteria applicable to the insulating glass unit concerned and its specification. Visual assessment does not replace checking function or tightness. Climate-related deformation of a door leaf is assessed after checking the installation, the adjustment and the agreed parameters. The extent of the bow alone does not decide whether the door is in working order.

Integrity of the unit seal means the tightness of the space between the panes. Condensation on the accessible surface of the glass, on hardware, cylinders, handles or trickle vents, resulting from humidity and thermal conditions, is not the same as a seal failure. The guarantee on insulating glass units does not cover glass breakage or cracks. An individual agreement on toughened glass that has undergone heat-soak testing retains its scope. The heat-soak test is a controlled thermal test of glass that has already been toughened, which reduces the risk of later spontaneous breakage, particularly due to nickel sulphide inclusions. It does not completely rule out glass breakage.

For dark coatings, the Y value rules in Annex 1 apply. Effects of heating, such as resin exudation, discolouration and deformation, are assessed according to their cause and the agreed configuration. For dark coatings with a Y below 30, BARTYN assesses the technical feasibility for each timber species as early as the preparation of the quotation and informs the customer of the risks and guarantee conditions applicable to the specific configuration. The result and the written information to the customer are recorded in the order documents before production is approved.

Historical reconstructions, non-rectangular shapes, curved elements, slim profiles, woodcarving and above-standard dimensions are not automatically excluded. Special tolerances or deviations from the guarantee require specific prior agreement. The guarantee does not cover defects

expressly disclosed to the purchaser before purchase and for which a price reduction was agreed. What matters is the disclosed and agreed characteristic.

The guarantee does not cover damage caused after handover by mechanical, chemical or thermal damage, wetting, an aggressive environment, improper transport, storage, use or maintenance, or force majeure. This also applies to damage caused by an improper alteration, repair, part or agent, and to defects resulting from unsuitable dimensions, materials or solutions specified by the customer. The mere involvement of another contractor does not exclude a manufacturing fault unrelated to that contractor's work. Natural wear of hardware and seals is excluded. Nor does the guarantee cover an avoidable increase in damage resulting from undue delay in notifying the defect or securing the product. The specific installation conditions are set out in section 4.

7. Notification and clarification of claims

A defect must be notified without undue delay after it is noticed, by email to reklamacje@bartyn.pl or in writing to the BARTYN address given in section 1.

The notification contains the order number and the item number of the element concerned as stated in the order documentation, together with the property address, a description of the problem and the date on which the problem was identified. If the matter can be identified unambiguously in another way, not knowing an internal number does not prevent notification.

In the case of visible damage on delivery, it is advisable to note it on the transport document and to take photographs.

For claims notified after installation, the following photographs must be submitted:

For external elements:

☐ The entire façade with the element concerned.

☐ The entire element from the outside and from the inside.

☐ The top and both side connections to the wall, each from the outside and from the inside.

☐ The sill or threshold connections from the outside and from the inside.

For internal doors:

☐ The entire element from the side of both rooms, together with the visible top and side connections to the wall and any existing threshold connections.

For both product groups:

☐ Clear close-ups of the damage concerned.

Photographs are submitted as appropriate to the product concerned and the accessible connections. If taking photographs is technically impossible or would require opening building components, this must be stated and suitable evidence agreed with BARTYN. BARTYN may request further evidence necessary to assess the specific claim, including care, construction or installation documentation relevant to the matter. BARTYN states what needs to be supplemented and why. The absence of a document unrelated to the defect is not in itself a ground for rejection. Other reliable evidence is also assessed. Not every missing or technically impossible photograph results

in automatic loss of the guarantee claim. No burden of proof contrary to the applicable provisions is shifted onto the entitled person.

The entitled person allows an agreed, reasonable inspection. The method of examination or of any delivery of a part is determined as appropriate to the product. Removal of the entire installed element is not required without justification. BARTYN confirms the notification, provides information on the next steps and presents a reasoned position without unnecessary delay, observing the applicable time limits. The need for a genuinely necessary supplement does not serve to postpone the response at will. A rejection states its specific reason.

8. Remedying defects and costs

BARTYN remedies a defect covered by the guarantee by repairing the product or part or by replacing it with one free from defects. It chooses the method taking into account effectiveness, proportionality and the rights of the entitled person. The coating on an installed product may be repaired with a suitable renovation lacquer.

BARTYN agrees the arrangements for remedying the defect with the entitled person. The date takes into account the nature of the defect, the necessary production and delivery, and the applicable provisions. The repair takes place without undue delay and without significant inconvenience to the entitled person. The entitled person is informed of the agreed method and the expected date.

Remedying a defect covered by the guarantee is free of charge. It includes materials and labour as well as the necessary costs of transport, travel and, where proper execution of the repair or replacement requires it, removal, reinstallation and necessary access. The scope of work is agreed before it is carried out, without prejudice to rights relating to urgent protective measures. The necessary costs of bringing the product into proper condition are not consequential loss or damage.

The guarantee does not cover additional consequential loss or damage, in particular loss of profit, loss of rental income, additional compensation for loss of use, or contractual penalties towards third parties, to the extent that such exclusion is legally permissible. This does not limit the free repair or replacement owed, or any liability that cannot be excluded.

If the inspection shows that there is no defect covered by this guarantee, the entitled person will be charged the agreed costs of inspection and travel. This is subject to BARTYN having informed the entitled person, before the inspection date, of this condition for charging and of the amount of the costs or an understandable basis for calculating them, and having expressly agreed the obligation to pay with the entitled person. Without such an agreement, the rejection of the claim alone does not create an obligation to pay for the inspection or travel. Remedying a defect covered by the guarantee remains free of charge. Replaced parts become the property of BARTYN. Their collection and/or further handling is agreed and organised as part of handling the case.

9. Period after repair or replacement

After replacement of the entire product or a substantial repair of it, the guarantee period for that product starts again from the handover of the defect-free product or of the substantially repaired product. Where only a part is replaced, the remaining guarantee period applies to that part as a rule. If mandatory provisions of the applicable law provide for the guarantee period for the

replaced part to start again, that period starts again. Replacement of an individual part does not cause the guarantee period for the rest of the product to start again. In other cases, the guarantee period is extended by the time during which the product could not be used because of a defect covered by the guarantee. Further-reaching consequences arising from mandatory provisions, and claims against the seller, remain unaffected.

Annex 1. Coatings on timber elements

For internal doors, the guarantee period of 2 years specified in section 3 also applies to the coatings covered by it. The periods below apply to the other products.

Y is the light reflectance coefficient indicating how light or dark a coated surface is. LRV is another designation for it. The RAL table provides reference values for RAL colours. For other colours, the data come from the coating manufacturer.

For the colours in items 1, 2, 13, 14, 23 and 24, the stated guarantee period applies irrespective of the Y value. For the other colours, the guarantee period is 2 years where Y ≤ 10. Where Y > 10, the period stated in the table applies. For RAL, the basis is the table 'Hellbezugswerte RAL Classic' of RAL gGmbH dated 15.03.2024. For translucent finishes and special colours, the stated Y-values are based on measurements by the coating manufacturer on coated pine timber.

No.	Colour	Guarantee (years)	Y
1	Natural	2	–
2	Fir	2	–
3	Honey Pine	5	26.65
4	Mountain Cedar	5	18.65
5	Rustic Oak	5	14.78
6	Locarno Pear	5	18.79
7	Bird Cherry	5	14.97
8	Dark Teak	5	11.20
9	Oxford Cherry	2	6.63
10	Lugano Walnut	2	8.45
11	Lapacho	2	6.18
12	Wenge	2	4.79
13	Natural Deep Matt	2	–
14	Natural Effect	2	–
15	Opal White	3	66.93
16	Misty Grey	5	36.34
17	Clay Grey	3	26.79
18	Beige Grey	5	17.58
19	Platinum Grey	5	28.09
20	Granite Grey	5	20.09
21	Iron Grey	5	12.13
22	RAL 9006 Metallic	5	45.88
23	FT 16500 Metallic	5	–
24	FT 16200 Metallic	5	–
25	Opaque RAL colours, Y > 10	5	according to the RAL table
26	Opaque RAL colours, Y ≤ 10	2	according to the RAL table

A dash (–) in the 'Y' column means that the stated guarantee period applies irrespective of the Y value.

Annex 2. Care card

The care requirements and evidence rules are set out in section 5.

Care card – Coated surfaces – Specialist contractor

Order number / product designation:

Property address:

Date of documented handover to the entitled person:

Elements:

At least once a year: inspection, cleaning, professional repair of existing damage to the coating and application of care products recommended for the coating.

For coated surfaces, the instructions applicable to the supplied coating apply.

Keep an invoice stating the date, the order/item reference and the work performed as evidence. The care card does not replace this invoice. Other evidence admissible under mandatory law remains unaffected.

Date	Element / item	Work and agents used	Performed by	Signature

Care card – Hardware – Specialist contractor

Order number / product designation:

Property address:

Date of documented handover to the entitled person:

Elements:

At least once a year: inspection, cleaning and lubrication; adjustment if necessary in accordance with the instructions for the system used.

Keep an invoice stating the date, the order/item reference and the work performed as evidence. The care card does not replace this invoice. Other evidence admissible under mandatory law remains unaffected.

Date	Element / item	Work and agents used	Performed by	Signature

Care card – Seals – May be carried out by the customer

Order number / product designation:

Property address:

Date of documented handover to the entitled person:

Elements:

At least once a year: cleaning with mild agents suitable for the material. Under this guarantee, a specialist contractor is not required.

Use the care card or other reliable evidence of the work performed.

Date	Element / item	Work and agents used	Performed by	Signature

Annex 3. Voluntary post-installation condition report

The report helps to document the condition of the product. It is neither a mandatory condition of the guarantee nor a waiver of statutory rights.

Order number / product designation:

Property address:

Date of handover to the entitled person:

Installation date:

Contractor:

Method of air supply and air exchange in the room:

Installation before completion of wet works: ☐ yes ☐ no

Protection used and available moisture measurements:

Condition after installation, damage or missing items, or 'none' where applicable:

Number of photographs:

Other documents attached:

Signature of the entitled person: _____ Signature of the contractor: _____