

SellGlass

General Terms and Conditions of Guarantee

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**GENERAL TERMS AND CONDITIONS OF GUARANTEE (GTCSG)
OF SELL-GLASS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ IN WŁADYSŁAWOWO**

1. These General Terms and Conditions of Guarantee (hereinafter referred to as “GTCSG”) define the rights and obligations of the Parties regarding the quality guarantee resulting from § 6 section 3 of the General Terms and Conditions of Sale applied by SELL-GLASS spółka z ograniczoną odpowiedzialnością, with a registered office in Władysławowo 5A, 82-310 Elbląg (hereinafter referred to as “GTCSG”), i.e. the guarantee arising from the sale of processed glass.
2. GTCSG, including the claims form, are available for downloading at <http://www.sell-glass.pl>, and, at the Recipient’s request, may be delivered electronically or in a paper form.
3. GTCSG form a part of GTCS. The terms used in GTCSG shall have the same meaning as in GTCS. In matters not governed by the GTCSG, the provisions of GTCS shall apply.
4. The guarantee covers only defects resulting from the causes inherent in the sold Products. The scope of the guarantee relating to individual Products is specified in point 14.
5. The guarantee entitles the Buyer only to demand replacement of the defective Product with a product free from defects.
6. The replaced product which is free from defects shall be delivered by the Seller to the place to which the claimed Product has originally been delivered. If the claimed Product is received by the Buyer from the Seller’s production plant, the said Product which is free from defects shall be delivered to the Buyer at that plant. The Parties may agree on another place of delivery of the Product which is free from defects, in writing or by e-mail. The replacement shall not include, in particular, the assembly of the Product which is free from defects. The deadline for the delivery of the Product which is free from defects shall be determined in consultation with the Buyer, taking into account the capabilities of the Seller.
7. The Seller’s liability under the guarantee shall begin on the day when the Buyer becomes liable for the loss of or damage to the Products in accordance with § 4 section 7 of GTCS and ends within the time limit specified in point 14.
8. The Buyer shall be obliged to inform the Seller about the identified defects of the Products immediately after their identification.
9. The guarantee shall expire when the Products are subjected to processing, changes, damages by the Buyer or third parties, if they are misused, and also if the defects are not reported to the Seller immediately after their identification, in a manner described in section 10 and when the claimed Products are not inspected due to the reasons attributable to the Buyer.
10. Complaints under the guarantee shall be made by the Buyer on the claims form, by sending it to the Seller by e-mail on the day of drawing-up that document, along with photographic documentation of the defect. The submission of a complaint in another form or missing photographic documentation shall mean that the complaint may not be considered. In this case, the Seller shall inform the Buyer about the refusal to consider the complaint.
11. For the duration of the complaint consideration process, the Buyer shall be obliged to store the claimed Products in a proper manner, preventing any additional deficiencies, new defects or damages, and enabling the Seller to inspect the full quantity of the claimed Products, or otherwise the guarantee shall expire.
12. The Seller shall inform the Buyer if the complaint is considered justified or unjustified. In the latter case, the Seller shall indicate the reasons for its decision.

13. The Seller shall have the right to refrain from the satisfaction of claims under the guarantee for the Buyer until the Buyer settles all overdue amounts, with the exception of the amounts due for the claimed Products. The Buyer shall have the right to refrain from paying only for the claimed Products until the complaint is considered by the Seller. This shall not entitle the Buyer to withhold payment of the price for the non-claimed Products, including those delivered in the same batch or covered by the same contract or invoice as the claimed Products.
14. The guarantee periods shall be:

PRODUCT	SCOPE OF GUARANTEE	REFERENCE DOCUMENT	COMMENTS
NON-TEMPERED GLASS	2 years of GUARANTEE applies to colour, dimensions and other production defects identified during the exploitation period	PN-EN 572-2/WTO	
MIRRORS	2 years of GUARANTEE applies to optical defects, dimensions and other production defects identified during the exploitation period	PN-EN 1036/WTO	
TEMPERED GLASS (ESG)	Lifetime GUARANTEE for safety parameters of the glass - defragmentation, mechanical strength	PN-EN 12150 / WTO	
TEMPERED ENAMELED GLASS	5 years of GUARANTEE for the mechanical strength of enamel	PN-EN 12150 / WTO	Does not apply to glass with a non-slip layer
MULTI-LAYERED LAMINATED GLASS (ESG, VSG, ESG/VSG)	5 years of GUARANTEE for maintaining adhesion (except for a 50 mm wide edge strip from the glass edge and hole edge)	PN-EN ISO 12543 / WTO	For installation in very humid environments, i.e. exposed to contact with water and with average air humidity above 70% / the width of the strip which is not subject to GUARANTEE is 100mm / maintenance of adhesion = delamination
GLASS SUBJECTED TO TESTS FOR THE PRESENCE OF NICKEL SULFIDE - Heat Soak Test	Lifetime GUARANTEE and increased mechanical resistance of glass exposed to high temperature	PN-EN 14179 / WTO	



Sell - Glass Sp. z o.o.

Władysławowo 5a

82-310 Elbląg

 **tel:** +48 55 648 33 44 , +48 55 648 35 35

 **e-mail:** sellglass@sell-glass.pl

