

# Warranty and Warranty Service Terms

JSC AVEPLAST (hereinafter referred to as "the Manufacturer") guarantees that the technical and quality characteristics of all windows and doors it manufactures and sells (hereinafter referred to as "the Products") comply with the company's standards, the terms of the sales contract, the technical specifications, and the parameters specified in the declarations of conformity for these products. The Products are suitable for their intended purpose.

- 1.** The warranty period begins on the date of manufacture of the Products.
- 2.** The warranty takes effect once the Customer or User has fully paid for the Products.
- 3.** The Manufacturer provides the following warranty periods for the Products, their accessories, and components:
  - 3.1. 5 years** – for plastic (PVC) and aluminum (ALU) windows and doors.
  - 3.2. 1 year** – for door thresholds, locks, door closers, handles, electromagnetic latches, and automatic drives.
  - 3.3.** For other product accessories, equipment, or surface coatings, the warranty period corresponds to the warranty provided by the respective suppliers or manufacturers of these accessories, equipment, or coatings.
- 4.** Products are considered defective if they have lost their properties or cannot be used for their intended purpose due to any of the following reasons:
  - 4.1.** Improper transportation.
  - 4.2.** Poor installation quality.
  - 4.3.** Poor manufacturing quality.
  - 4.4.** Improper product design, except in cases where the design was chosen at the Customer's request and was formally agreed upon in writing.
- 5.** The Manufacturer is responsible for product defects arising from any of the reasons specified in Section 4 only if the following conditions are met:
  - 5.1.** The transportation of the Products was carried out by the Manufacturer or its authorized representative.
  - 5.2.** The installation of the Products was carried out by the Manufacturer or its authorized representative.

- 5.3.** The technical maintenance of the Products during the warranty period was carried out by the Manufacturer or its authorized representative.
- 5.4.** The exclusion of warranties is not specified in the product sales contract or order.
- 6.** If at least one of the conditions specified in Sections 5.1, 5.2, 5.3, or 5.4 is not met, the Manufacturer is only responsible for product defects arising from poor manufacturing quality (as specified in Section 4.3).
- 7.** During the warranty period, the Manufacturer undertakes to:
- 7.1.** Replace the defective part of the Product free of charge with a new one if the defect is not eliminated after three consecutive repair attempts.
  - 7.2.** Provide a new Product free of charge if replacing the defective part does not eliminate the defect.
  - 7.3.** At the User's request, adjust the Product's opening mechanisms free of charge once, provided that the Manufacturer or its authorized representative installed them no earlier than six months ago.
- 8.** Warranty service is not provided if:
- 8.1.** The defects occurred due to modifications made to the Product's construction by the User.
  - 8.2.** The Products were installed by someone other than the Manufacturer or its authorized representative, and the adequacy of the installation work has not been formally confirmed by a written conclusion from the Manufacturer.
  - 8.3.** The Products were damaged during transportation or improper storage by the User.
  - 8.4.** Timely (periodic) technical maintenance of the Products was not performed.
  - 8.5.** The User independently repaired or modified the Products.
  - 8.6.** The Products were damaged or lost their properties due to causes unrelated to the Manufacturer's fault (e.g., fire, flood, improper cleaning, building structure deformations, contamination, etc.) or other circumstances where the cause cannot be objectively determined (e.g., spontaneous glass breakage due to thermal shock, impacts, etc.).
  - 8.7.** The Products were used in violation of their usage guidelines.

**8.8.** The User does not provide the product warranty card or a document confirming the proper installation of the Products.

**8.9.** The User does not provide the product maintenance record card.

**9.** The Manufacturer's warranty may be terminated if:

**9.1.** The Manufacturer determines that the User has violated the product usage or maintenance rules or has used the Products for purposes other than their intended purpose.

**9.2.** The User did not perform the required product maintenance at the intervals specified by the Manufacturer or carried it out independently.

**9.3.** The User failed to make timely payments for product diagnostics, repairs, maintenance, or other services provided by the Manufacturer or its authorized representative.

**9.4.** The User or other individuals independently made structural modifications to the Products or altered them (e.g., installed grilles, railings, etc.).

**9.5.** The product warranty card does not contain a stamped confirmation from the Manufacturer or its authorized representative verifying proper installation, or it lacks the name, surname, or signature of the responsible person who issued the corresponding confirmation.

**9.6.** Unauthorized individuals not authorized by the Manufacturer made corrections in the product conformity declaration or the product warranty card.

**10.** As the warranty provider, the Manufacturer has the right to assess the validity of quality claims submitted to it, as well as the extent of damage to the Products or the results of their installation.

**11.** The Manufacturer is not responsible for product damage, misalignment, breakage, or other losses caused by factors beyond its control (e.g., inadequate protection during construction work, natural wear and tear, violations of usage or maintenance rules, building structure deformations, fires, floods, theft, vandalism, etc.).

**12.** The Manufacturer is not responsible for any indirect losses incurred by the User or Customer due to product defects or loss of properties (e.g., lost revenue, unachieved cost savings, product replacement expenses, etc.).

- 13.** The Manufacturer will begin warranty repairs of the Products only after the User presents the product warranty card and the maintenance record card. If these documents are lost, duplicates will not be issued.
- 14.** During the warranty period, the User is required to perform periodic maintenance of the Products. The frequency, costs, and conditions of product maintenance are determined by the Manufacturer.
- 15.** For specific products or batches, the Manufacturer may establish a quality claim review fee, the payment of which is a mandatory condition for initiating the review process. The quality claim review fee applies in all cases where any of the conditions in Section 5 are not met. The Manufacturer will refund the paid fee to the payer within five (5) days if the submitted claim is determined to be valid.
- 16.** A User who submits an unfounded quality claim must compensate the Manufacturer or its authorized representatives for all costs incurred in reviewing the claim.
- 17.** The User must first submit a quality claim to the Manufacturer or its authorized representative at the place of product purchase. If the claim is not resolved, the User may contact the Manufacturer's central office at Statybininkų g. 7, Kaunas, Lithuania, LT-50118, by phone at **+370 37 46 00 40**, or via email at **info@aveplast.lt**.
- 18.** Cases not covered by the warranty service terms shall be resolved in accordance with the Civil Code of the Republic of Lithuania.
- 19.** The stated warranty and warranty service terms take effect from March 1, 2012, and are valid only within the territory of the European Union.