

GUARANTEE TERMS AND AFTER-SALE SERVICE

The Private Limited Liability Company AVEPLAST (hereinafter - the Manufacturer) guarantees that the technical and the quality characteristics of the doors and windows manufactured and marketed by the Manufacturer (hereinafter - the Products) comply with the Company's technical standards, the provisions of the product sale contracts and specifications as well as the parameters listed in the product-specific declarations of compliance and that the Products can be used for their intended purpose.

1. The guarantee period starts to run on the date of manufacturing of the Products.
2. The guarantee becomes effective after the Client or the User has paid for the Products in full.
3. The Manufacturer provides the below guarantee periods in respect of its products, components and accessories:
 - 3.1. 5 years guarantee for plastic (PVC) and aluminium doors and windows;
 - 3.2. 1 year guarantee for door steps, locks, door closers, handles, electromagnetic triggers, automatic gears;
 - 3.3. Other accessories, equipment and surface coverings will be covered by the guarantee period offered by the manufacturers or the suppliers of these equipment, accessories and coverings.
4. The Products are considered defective if they have lost their properties and cannot be used for their intended purpose due to:
 - 4.1. improper transportation;
 - 4.2. poor installation (mounting) quality;
 - 4.3. poor manufacturing quality;
 - 4.4. the defective product design, except for the cases where the design was requested and approved by the Client in writing.
5. The Manufacturer assumes liability for the defects in the products resulting from the reasons referred to in clause 4 only if the below conditions exist:
 - 5.1. the Products have been transported by the Manufacturer or its authorised agent;
 - 5.2. the Products have been installed by the Manufacturer or its authorised agent;
 - 5.3. the installation works performed by own efforts within the installation rules of the manufacturer of the doors and windows have been authorised by Manufacturer and confirmed by the Manufacturer's report;

- 5.4.** the maintenance works within the guarantee period have been made by the Manufacturer or its authorised agent;
- 5.5.** where exclusion of guarantee has not been provided for in the agreement of sale and the purchase order.
- 6.** In case of failure to meet at least one of the conditions laid down in clauses 5.1, 5.2, 5.3, 5.4, the Manufacturer's liability shall be limited to the defects arising due to poor manufacturing (sub-clause 4.3).
- 7.** Within the guarantee period, the Manufacturer undertakes:
- 7.1.** to replace a defective component by a new component free of charge, where three consecutive repairs of the component were unsuccessful;
- 7.2.** to supply a new product if the defect of the product has not been rectified after replacing the defective component;
- 7.3.** to make adjustments of the door opening mechanisms once, if so requested by the User and where the door operating mechanisms were installed by the Manufacturer or its authorised agent less than 6 months before.
- 8.** The guarantee service will not be available if:
- 8.1.** the defects resulted from any unauthorised changes in the product design effected by the User;
- 8.2.** the Products have been installed by the persons other than the Manufacturer or its authorised agent and the installation compliance has not been confirmed by the Manufacturer in writing;
- 8.3.** the defects in the Products were caused by faulty transportation or storage operations;
- 8.4.** the maintenance works have not been made in a timely (periodical) manner;
- 8.5.** the User has made unauthorised repairs or re-engineering of the Product;
- 8.6.** the Products have been damaged or have lost their properties due to the defects outside the manufacturer's fault (such as fire, flood, cleaning, contamination etc.) or other circumstances, which could not have been reasonably foretasted or prevented (such as spontaneous glass breakage due to thermal shock, impacts etc.);
- 8.7.** the Products were misused;
- 8.8.** the User fails to produce the Product's guarantee card or its installation compliance report;
- 8.9.** the User fails to produce the Product's maintenance records;
- 9.** the Manufacturer may cancel the guarantee if:

- 9.1.** the Manufacturer finds out that the User has violated the rules of use and maintenance of the Product or misused the Product;
- 9.2.** the User failed to perform maintenance works at the intervals specified by the Manufacturer or performed unauthorised maintenance works;
- 9.3.** The User failed to make timely payments for diagnostics, repairs, maintenance and other services rendered by the Manufacturer or its authorised agent;
- 9.4.** The User or other individuals performed unauthorised design changes or re-engineering of the Product (such as attachment of window security bars, railings etc.);
- 9.5.** there are no findings about the installation compliance on the Product's guarantee card approved by the Manufacturer's or its authorised agent's stamp or the full name and signature of the Manufacturer's or its authorised agent's employee, who has presented the findings, is missing;
- 9.6.** the declarations of compliance or the guarantee cards of the Products contain corrections made by the persons, who have not been authorised by the Manufacturer;
- 10.** The Manufacturer, as a guarantee provider, is entitled to consider validity of guarantee claims and the volume of damages caused to the Products or their installation.
- 11.** The Manufacturer shall not be liable for the defects, deregulation, breakage or other damages resulting from the circumstances outside the Manufacturer's control (such as inadequate protection during construction, natural wear and tear, misuse, theft etc.).
- 12.** The Manufacturer shall not be liable for indirect losses incurred by the User or the Client due to the defects or lost properties of the Products (such as lost profit, lost savings, product replacement costs etc.).
- 13.** The repairs covered by the Manufacturer's guarantee will be commenced upon producing the Product's guarantee card and maintenance registration card. Once lost, these documents will not be subject to replacement.
- 14.** During the guarantee period, the User undertakes to perform periodical maintenance operations. The Manufacturer shall determine the intervals of maintenance, prices and terms.
- 15.** For individual products or lots, the Manufacturer may charge a guarantee claim-handling fee, whereof payment is a mandatory precondition to start handling a particular claim. The charge for handling of quality claims applies in all cases, where any of the conditions of the clause 5 has not been met. The Manufacturer will refund the fee to the payer within five days following the establishment of validity of the claim.

- 16.** The Manufacturer and its authorised agents undertake to rectify the defects within 15 business days or any other reasonable period (if the defect rectification requires special materials or components with longer delivery periods or the extended period is required due to any other reasons). The Manufacturer or its authorised agent will specify the rectification period in the Product's defect or guarantee service card or in a defect report issued by the Manufacturer or its authorised representative.
- 17.** If the User's quality claim is found to be unreasonable, the User undertakes to compensate the Manufacturer's or its authorised agent's costs incurred in this respect.
- 18.** The User must primarily place quality claims to the Manufacturer or its authorised agent at the point of sale and in case of failure to solve the claim, the User should contact the Manufacturer's headquarters (Statybininkų str. 7, Kaunas, Lithuania, LT-50118, tel.: 00370 (37) 460040, email info@aveplast.lt).
- 19.** The claims not covered by the guarantee service terms will be handled within the provisions of the Civil Code of the Republic of Lithuania.
- 20.** The above guarantees and guarantee service terms become effective on 01/03/2012 and apply throughout the territory of the member states of the European Union.