

**GENERAL TERMS OF WARRANTY FOR ARTICLES FROM GLASS  
SAINT-GOBAIN POLSKA SP. Z O.O. GLASSOLUTIONS BRANCH IN JAROSZOWIEC**

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**This Document is a supplement to the Glassolutions General Sales Terms**

The table below presents the scope of the guarantee for each type of Saint-Gobain Polska Sp. Z o.o GLASSOLUTIONS Branch in Jaroszowiec, according to current harmonized European standards.

PRODUCT	GUARANTEE SCOPE	COMMENTS	REGULATIONS
INSULATED GLASS UNIT (IGU)	5 years GUARANTEE for tightness (does not apply to IGU with ornamental glass and glass shapes other than those specified in PN-EN 1279)	Including quality criteria See <i>Quality Criteria for Insulated Glass Unit</i> .	PN-EN 1279 / Quality criteria for Insulated Glass Unit / General Technical Conditions
MULTI-LAYER GLASS (LAMINATED)	5 years GUARANTEE to maintain the adhesion (except for the 50mm edge band from the edge of the glass and the edge of the hole)	In case of installation in very humid environments, ie exposed to water and with an average air humidity above 70% / width of the belt is not subject to the guarantee is 100mm . No adhesion = delamination	PN-EN ISO 12543 / General Technical Conditions / Quality Criteria for Insulated Glass Unit
TEMPERED GLASS ( ESG)	Lifetime GUARANTEE for safety glass parameters - defragmentation, mechanical strength		PN-EN 12150 / General Technical Conditions / Quality Criteria for Insulated Glass Unit
SZTEMPERED GLASS EM (ENAMEL GLASS)*	5 years GUARANTEE for mechanical strength of enamel	* Does not concern glass with non slip layer	PN-EN 12150 / General Technical Conditions / Quality Criteria for Insulated Glass Unit
PRODUCTS WITH ALARM LOOP SECURIT ALARM ®	5 years GUARANTEE on loop conductivity installed inside the IGU*	* Loop should be installed on the top edge	Testing and classification according to PN-EN 50130-5, PN-93 / E-08390, PN-IEC 839: 2-7 / General Technical Conditions / Quality Criteria for Insulated Glass Unit
THERMAL REINFORCED GLASS (TVG)	Lifetime WARRANTY for increased tension resulting from temperature difference on glass surface		PN-EN 1863 / General Technical Conditions / Quality Criteria for Insulated Glass Unit
GLASS INSPECTION FOR THE PRESERVATION OF SULPHIDE NICKEL - Heat Soak Test	Lifetime WARRANTY for increased mechanical resistance of glass exposed to high temperatures		PN-EN 14179 / General Technical Conditions / Quality Criteria for Insulated Glass Unit
PVL GLASS	According to GENERAL TERMS AND CONDITIONS OF SALE for PRIVA-LITE available at <a href="http://www.privalite.com/en/technical-info">http://www.privalite.com/en/technical-info</a> • 2 years for - electrical accessories • 5 years for - maintaining ON/OFF Function	Occurrence of increase of transparency in OFF mode. (1% degradation in 1 year)	As PVL glass is laminated glass, the following applies: EN 14449 / General Technical Conditions / Quality Criteria for insulating or laminated glass. The warranty is valid only in the case of correct installation confirmed by an authorized electrician. Failure to follow the guidelines contained in the installation and maintenance manual of the product results in invalidation of granted guarantees. The warranty is valid only in the case of correct installation confirmed by an authorized electrician
Microshade GLASS	5 years GUARANTEE for tightness (does not apply to IGU with ornamental glass and glass shapes other than those specified in PN-EN 1279)		EN 1279 / General Technical Conditions / Quality Criteria for Insulated Glass Unit

Heat Glass EGLAS	<p>5 years GUARANTEE for tightness</p> <ul style="list-style-type: none"> <li>• 5 years GUARANTEE for building tightness (except for the following);</li> <li>• 2 years for: <ul style="list-style-type: none"> <li>- insulating glass in inclined / sloping roofs / facades;</li> <li>- insulating glass in cold, unheated buildings;</li> <li>- insulating glass, which has been installed in difficult or aggressive conditions (excessive heat, cold, humidity, UV radiation, chemical vapors, vibrations - eg saunas, swimming pools, etc.);</li> <li>- insulating glass in the shape of an arc.</li> </ul> </li> <li>• 2 years for <ul style="list-style-type: none"> <li>- electrical accessories</li> <li>• 2 years for <ul style="list-style-type: none"> <li>- maintaining the electrical and heating functionality of the glass</li> </ul> </li> </ul> </li> </ul>	Electrical Installation Confirmation Required (by Certified Electrician – please check EGLAS Installation Manual – otherwise warranty is not valid	EN1279 / IEC 60335-2-30: 2009 / General Technical Conditions / Quality Criteria for Insulated Glass Unit The warranty is valid only in the case of correct installation confirmed by an authorized electrician
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General comments:

- 1) Additional documents are available at [www.glassolutions.pl](http://www.glassolutions.pl)
- 2) WARRANTY covers Products manufactured by Saint-Gobain Polska Sp. Z o.o. GLASSOLUTIONS branch in Jaroszewiec (hereinafter also as the Seller) and used in civil engineering for their purpose. The Seller is only liable for the correct performance of the order, in accord with the parameters indicated by the Buyer in the order placed. In particular, the Seller shall not be liable for the use of the delivered Goods contrary to their intended use, for its suitability for the purpose intended by the Buyer and for faulty assembly, as well as for choosing the thickness, shape and type of glass edge treatment and for carrying out all calculations related to the construction, including static calculations.
- 3) Buyers to keep the terms of the WARRANTY should be used for assembly: General Installation, Assembly and Maintenance Recommendations; For cleaning: General Glass Cleaning Instructions and General Technical Condition and in addition the General Quality / Quality Criteria for Insulated Glass Unit
- 4) The GUARANTEE period begins when the Articles are delivered to the Buyer, and if the delivery is made by the Buyer - from the moment of commencement of loading on Buyer's means of transport.
- 5) WARRANTY expires if the Articles have been processed, altered, damaged or if the Buyer does not follow the policies indicated in the documents referred to in paragraphs 1 and 3 of this document, as well as if the defects were not reported to the Seller immediately after disclosure, if they could be noticed with due diligence.
- 6) Responsibility of Saint-Gobain Polska Sp. Z o.o. GLASSOLUTIONS branch in Jaroszewiec, under the GUARANTEE is limited to the supply of defect-free Articles to the place of original delivery, excluding all other costs, including product exchange costs, provided the defect has arisen and has been notified during the term of the warranty and was caused by the Seller. The buyer is obliged to return the advertised Articles.
- 7) Any departure from the foregoing rules must be agreed between the Parties before delivery of the glass to the Buyer and shall be in writing under pain of invalidity.
- 8) GUARANTEE is not covered and is not subject to the conformity assessment process with any document, referring to glass processing services entrusted. For this service, no Declaration of Utility is issued and no GLASSOLUTIONS or other sign is assigned. Saint-Gobain Polska Sp. Z o.o. The GLASSOLUTIONS branch in Jaroszewiec does not accept and is not responsible for the products entrusted for any mechanical damage (cracks, scratches, etc.).
- 9) WARRANTY does not cover and is not subject to the process of assessing compliance with any reference documents, processing services for the entrusted components integrating into the structure of insulating glass - such as, for example, spider system / rotule systems to guarantee the tightness of the insulating glass. Responsibility for the tightness of such panes rests with the rotule system supplier in the framework of the European Technical Approval.
- 10) Due to the technological constraints of the manufacturers of production lines - IGUs with a ratio of sides greater than 1:10 are not covered by the WARRANTY.

- 11) The applicable harmonized standards indicated in this WARRANTY are available for inspection at the Seller's own location - without the possibility of copying.
- 12) Properties of the Articles described in the document: Specific properties of IGU or other phenomena considered natural are not covered by this WARRANTY.
- 13) Declaration of Conformity (CE) issued by the Seller as a Manufacturer of Articles is available at [www.saint-gobain-glass.com/ce](http://www.saint-gobain-glass.com/ce) & <https://www.glassolutions.pl/pl/gwarancja-ce>
- 14) Seller shall not be liable for crashes or other external physical or chemical damage to articles resulting from or claimed upon receipt by the Buyer. The Seller may recognize such a case as a justified claim only if the Buyer is unquestionably demonstrating that the defect advertised was due to a cause for which Seller is liable.
- 15) Seller is not liable for damages caused by improper storage of articles and the effects of using inappropriate installation and assembly materials, such as silicones, adhesives (also solids - polymeric blocks) that can react chemically with elements of the seller's article and cause so-called "butyl outflow".
- 16) The seller is not responsible for differences in shade of the Articles and other physical properties of glass and IGU delivered during the next delivery, which due to the components used and the elapse of time may not be identical to the shade of articulations or with the aforementioned physical properties of glass and IGUs as defined in the document Some specific characteristics of IGU and slightly less than those provided in previous deliveries. The color differences that can occur between neighboring composite glass are acceptable if they meet the GEPVP ([www.glassforeurope.com](http://www.glassforeurope.com)) criteria for measuring and evaluating the color of coated glass used in facades.
- 17) Non-compliance to Recommended Cleaning Methods - listed in the document Quality Criteria for the IGU and General Instructions for cleaning glass surfaces, results in the loss of warranty.
- 18) For the IGU having the bars - the warranty is not affected by the phenomenon of "ringing the georgian bars", because this is a phenomenon related to external factors such as: atmospheric conditions, wind pressure, building vibrations, etc.
- 19) For IGUs with georgian bars - Argon fill level is not covered by the Warranty.
- 20) Any information regarding IGU assessment, are in the document: IGU Quality Criteria / IGU Specific Properties / Condensation on Glass / General Installation Recommendations.
- 21) The Buyer is obliged to keep the full amount of the advertised Articles in a proper manner, preventing it from being damaged or creating new defects, defects or defects until the complaint is finally resolved and made available for examination by the Seller representative.
- 22) The Buyer is obliged to return the advertised Articles on the day the Seller delivers the Articles free from defects or another date agreed between the Parties (up to 14 days). The refund will be confirmed by the driver or person at the place of delivery on the document presented by the driver, which copy of the document will be left to the buyer. After expiry of the above mentioned deadline, responsibility for the disposal of faulty articles as defective products or waste, goes to Buyer.
- 23) No return of the advertised article, within the above-mentioned deadline or insufficient security of the article until the inspection by the Seller - will result in the inability to determine the cause of defects. Delivery of defect-free articles will be implemented as new orders, and the Buyer will be obliged to pay for the defect-free supplies provided.
- 24) The Buyer is obliged to inspect the goods immediately upon receipt. Any claim relating to the quantity as well as visible defects or damage to the Articles should be reported to the driver at the time of receipt of the Article and confirmed by the Buyer or the person present at the place of delivery in the protocol drawn up in duplicate on the model presented by the driver providing the Articles signed by This driver and the person collecting, one copy for each of the Parties. The protocol should describe the status of the cargo received along with an indication of the nature, locations of defects, the number of defects. The Buyer is obliged not later than the next business day, after delivery date send to seller in the form appropriate for placing orders a copy of the protocol together with photo documentation confirming the damage in transport.

- 25) Complaints concerning quality defects shall be submitted by the Buyer not later than at the end of the warranty period (see table 1) in a complaint form valid in Glassolutions available on the Seller's website or other form containing all information required in the Seller's form and sent by email to the Seller on the date of this document, together with photographic documentation disadvantages. Lack of photographic documentation may result in the complaint being disregarded.
- 26) The Buyer not comply with a term the complaint submission set in point 23 and 24 causes that the complaint will not be considered by the Seller.
- 27) In each case of the complaint, the basis for its consideration by the Seller is a properly prepared complaint document and photographic documentation prepared by the representative of the Buyer or the Seller.
- 28) Seller is not liable for damage caused to third parties by the Buyer provided with Article, also for damages caused by a dangerous product. The Buyer shall release the Seller from third-party liability and undertakes to satisfy all claims made by them
- 29) Except the claims set out in this document, the Buyer shall not be entitled to any further claims under the Civil Code, as well as claims arising from other legal grounds, in particular claims under the warranty for physical defects of the Goods ( Rękojmia "polish" is excluded)
- 30) In case of lack of separate contract accepted by Saint Gobain Polska - Glassolutions Branch in Jaroszowiec, contract templates of the Buyer, such as in particular: Buyer's General Purchase Conditions / General Buyer's Quality Terms / General Terms of the Buyer's Guarantee as well as the Buyer's Quality Specification as other warranty and quality documents - are non-binding for Saint Gobain Polska - Glassolutions Branch in Jaroszowiec.
- 31) In the case of conditional complaints, this is the situation where the Seller provided the Buyer Goods free from defects before examination of a claim, and the complaint can not be considered on the basis of photographic documentation or in the case of lack of documentation, the Buyer is obliged to deliver the Goods to the Seller within 30 days calendars counted from the date of notification of such a request by the Seller. After the ineffective expiration of a term, the complaint will be considered illegitimate and the Buyer will be obliged to pay the price for the delivered Goods in accordance with the provisions of point 22 zd.2
- 32) The Seller's responsibility in product exchange costs as well as other additional costs is excluded by the general conditions of sale
- 33) All disputable issues related to the sale of the Goods by the Seller shall be recognized by a court of general jurisdiction having over the headquarter of the Seller based on provisions of Polish law.
- 34) This document in the are of sale of goods excludes: The application of the Vienna Convention on Contracts for the International Sale of Goods (Vienna, 1980).
- 35) Any modification of insulating glass units, including polishing the glass surface and covering them with sun protection films, Venetian films, anti-burglary films, etc. - without prior agreement and supervision by Saint-Gobain Polska already at the glass production stage - constitute a modification of the construction product. Such modifications performed by third parties may cause:
- change of parameters declared in the Declaration of Performance
  - high risk of thermal cracks
  - the risk of unsealing windows
  - loss of mechanical properties
  - optical distortion
  - tarnishing of the glass over time
  - deterioration of the insulating conditions of insulating glass units.
- The result of these modifications, i.e. the taping of the IG unit made by a third party, causes:
- a) Loss of guarantee for insulating glass units by Saint-Gobain Polska
  - b) Loss of CE marking for a construction product, which is insulating glass

- 36) The position of the Logo / Description on the distance frame is not subject to complaint
- 37) GLASSOLUTIONS POLSKA is a certified manufacturer of Insulating Glass Units - meeting the current requirements of EN 1279: 2018. Any disputes related to the interpretation of the standard should be resolved by a notified body competent for the standard.  
Glassolutions products do not have the historically used B Mark, therefore the Technical Criteria No. 20 / s do not apply. In the light of legal responsibility and European standards - the insulating glass units were made according to EN 1279 standards and should be assessed according to this standard.
- 38) All warranty and complaint claims will be considered and handled after the appropriate complaint submitted by the customer /Buyer. The minimum when submitting a complaint is:
- completed complaint form,
  - photo of the whole product,
  - photo defects / preferably with a measure / ruler / measuring (if it is necessary for a spot defect),
  - photo of the label or description on the frame (if the required data is not provided in the complaint form)
- 39) This document in the scope of warranty conditions is the one overriding other Glassolutions documents.
- 40) The use of external (glued) georgian bars is a modification of the product, which increases the risk of uncontrolled stresses on the glass and affects the functionality of the glazing unit - it results in the loss of the warranty for the tightness of the product.
- 41) In accordance with EN 10077-1 or EN 14351, Georgian bars deteriorate the U value. In the case of insulating glass units with Georgian bars, the declaration of the Ug value of the insulating glass manufacturer is the same as for insulating glass units without Georgian bars. The window manufacturer should correct the Ug and Uw values in accordance with the above-mentioned standards.
- 42) Warranty limitations for pressure compensated glass panes.

	Tightness of the product according to the EN 1279	Plane transport of IGU
SWS Air	No	No
Capillary tubes	No – transfered to the Windows producer ( necessity of bending capillary tubes)	No
Valves	No – transfered to the Windows producer ( necessity of closing valve)	No
Valves for planes	No	Yes
Altimetr	Yes	No

The documents referred to in these General Terms of Guarantee are available at [www.glassolutions.pl](http://www.glassolutions.pl).

At the Buyer's request, they may be provided in the form appropriate for placing orders.

For issues not covered by these General Terms and Conditions, the General Terms and Conditions of Sale of April 2016 apply. In the event of a discrepancy between the General Sales Terms and the General Terms of Warranty, the General Sales Terms shall prevail.