



# WISNIOWSKI EXTENDED CARE

## Terms and Conditions of the EXTENDED CARE Warranty Programme

As part of the paid EXTENDED CARE extended warranty programme, a Sales Partner of WIŚNIOWSKI Sp. z o.o. S.K.A. (hereinafter referred to as the "SALES PARTNER") provides the service of extending the standard warranty period for garage doors installed in openings from 24 months from the date of purchase (no later than 30 months from the date of manufacture) to 60 months (no later than 66 months from the date of manufacture), provided that the Customer meets the requirements stipulated below.

**1. The programme is dedicated for new products: automatic sectional garage doors with the METRO drive. The EXTENDED CARE warranty can be ordered for new products within 12 months from the date of sale of an eligible product by WIŚNIOWSKI Sp. z o.o. S.K.A. (no later, however, than 18 months from the date of manufacture).**

**2.** The programme is addressed to Customers who purchased a new automatic sectional garage door with the METRO drive within a period starting from 19 September 2016.

**3.** Definitions:

**Product** - all types of automatic sectional garage doors with the METRO drive, with the WIŚNIOWSKI brand logo, bearing the CE mark, marketed by WIŚNIOWSKI Sp. z o.o. S.K.A. in Europe.

**Manufacturer** - WIŚNIOWSKI Sp. z o.o. S.K.A. with its registered office in Wielogłowy at 33-311 Wielogłowy 153.

**Customer** - a natural person of full legal age, with a permanent residence within the territory of Europe, making a purchase of a product at a Point of Sale with the intention of installation in a residential/family building, who has familiarized themselves with the content of the Terms and Conditions of the EXTENDED CARE Warranty Programme, accepted its provisions, and met all the requirements set forth therein.

**Sales Partner (SP)** - a point of sale carrying out sales based on a business agreement with the Manufacturer and offering the Manufacturer's products.

**Professional Installer** - a competent, properly educated person or entity offering garage door installation and retrofitting services to third parties. The Manufacturer considers proper competencies and education to include the training and qualifications resulting from both knowledge and practical experience, as well as having all the necessary and appropriate manuals enabling correct and safe performance of the required installation (according to EN 12635). A fitter from a company that has a certificate confirming participation in a training course on the installation of garage doors organized by the Manufacturer is also a Professional Installer. A specimen certificate can be found at [www.wisniowski.pl/en/extendedcare](http://www.wisniowski.pl/en/extendedcare). The Manufacturer recommends that the Customer should request their installer to produce the above-mentioned certificate(s).

The effective date of the extended warranty programme is 19 September 2016.

**4.** The EXTENDED CARE warranty shall be assigned to a specific garage door and if the owner of the property changes, it shall be automatically transferred to each new owner/user of the product installed in the property meeting the eligibility requirements for the EXTENDED CARE Warranty Programme.



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**5.** The Sales Partner and the Manufacturer shall not be responsible for any defects or inability to perform the paid inspection service if such inability results from force majeure, war, strike, natural disasters, etc.

**6.** In the case of complete destruction/theft of the product covered by the extended warranty, it shall be possible to cancel participation in the EXTENDED CARE Warranty Programme. Cancellation or withdrawal for any other reasons and/or after the specified time shall not be possible. A cancellation request may be submitted to the Sales Partner or any of the Sales Partners of the Manufacturer's brand participating in the EXTENDED CARE Warranty Programme, as well as by failure to perform the next paid inspection. The request shall be made in writing and include proof of irreparable loss or theft of the product. The Customer shall have/provide the serial number of the product covered by the EXTENDED CARE Warranty Programme.

**7.** Programme eligibility terms:

**a.** purchase of a product covered by the EXTENDED CARE Warranty Programme from the Manufacturer's Sales Partner participating in the EXTENDED CARE Warranty Programme;

**b.** registration of the required inspection in the Manufacturer's IT system by the Sales Partner participating in the programme - sectional doors with the METRO drive meet the eligibility terms for the EXTENDED CARE Warranty Programme. The registration of the product needs to be performed by the Sales Partner no later than within 14 days from the date of the first inspection - performed between the 10th and the 12th month from the date of purchase, no later, however, than 18 months from the date of manufacture;

**c.** the installation and inspection of the product needs to be performed by a Professional Installer;

**d.** in the 9th and 33rd month from the date of original purchase of the eligible product by the Customer, the Sales Partner shall receive e-mail reminders of mandatory inspection. Each reminder shall be sent together with the terms and conditions of the EXTENDED CARE programme;

**e.** after the first inspection performed within 12 months from the date of purchase of the product (no later than within 18 months from the date of manufacture), the Customer shall provide their e-mail address. The provision of the e-mail address shall be tantamount to willingness to participate in the EXTENDED CARE Warranty Programme and acceptance of its Terms and Conditions, and it shall provide the Customer with the opportunity to receive information with a confirmation of the performance of the inspection and information about the product being covered by the EXTENDED CARE Warranty Programme. The Customer shall ensure correctness and validity of the e-mail address provided by informing the Sales Partner or Manufacturer about any changes thereto;

**f.** an e-mail reminder shall be automatically generated by the Manufacturer's IT system and sent out to the Sales Partner;

**g.** the first (I) inspection shall be performed between the 10th and the 12th month from the date of purchase (no later, however, than 18 months from the date of manufacture). If the inspection is performed and recorded in the Manufacturer's IT system at the specified time, the standard warranty shall be extended to 36 months (no later, however, than 42 months from the date of manufacture). If the inspection is not performed or in spite of its performance, the Sales Partner does not register the product in the Manufacturer's IT system, the Sales Partner shall not receive the e-mail confirmation about the product being covered by the EXTENDED CARE Warranty Programme;

**h.** the second (II) inspection shall be performed between the 34th and the 36th month from the date of purchase by the Customer (no later, however, than 42 months from the date of



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manufacture). If the inspection is performed and recorded in the Manufacturer's IT system at the specified time, the standard warranty shall be extended to 60 months (no later, however, than 66 months from the date of manufacture). If the inspection is not registered, the registration window in the Manufacturer's IT system shall be blocked;

**i.** confirmation of the inspection in the Manufacturer's IT system shall be possible only for the Sales Partner and no later than within 2 weeks after the performance of the inspection at the Customer's property;

**j.** after the inspection is performed and confirmed in the Manufacturer's IT system, a confirmation shall be sent automatically to the Sales Partner's e-mail address;

**k.** the suggested cost of the performance of a service inspection as part of the EXTENDED CARE Warranty Programme is net EUR 150 and does not cover the cost of travel to the place of installation. The fee for the performance of the inspection shall be charged entirely by the Sales Partner;

**l.** any claims under the EXTENDED CARE Warranty Programme shall expire at the end of the term of the programme.

**8.** The EXTENDED CARE Warranty Programme only refers to free repairs of the product performed by the Sales Partner, i.e. commitment to act based on the principles set forth in the Manufacturer's Warranty Terms and Conditions for garage doors installed in openings, however, the warranty coverage period is extended from 24 months, depending on meeting the requirements for the performance of the inspection, to 36 months from the date of purchase by the Customer (no later than 42 months from the date of manufacture) or 60 months from the date of purchase by the Customer (no later than 66 months from the date of manufacture), provided that all the eligibility terms for the EXTENDED CARE Warranty Programme are met.

**9.** Sales Partners retain the right to appoint an installer/service technician who will inspect the product before the repair or part replacement as part of the EXTENDED CARE Warranty Programme. The Sales Partner performing the inspection shall be solely responsible for the timely and proper performance of the inspection in compliance with the Manufacturer's guidelines.

**10.** The EXTENDED CARE Warranty Programme shall cover products purchased within the territory of the European Union, Norway, Switzerland, Liechtenstein, Iceland, Croatia, Russia, Moldova, and Belarus.

**11.** The scope of the EXTENDED CARE Warranty Programme shall constitute an equivalent to the scope of warranty for a new product from the Manufacturer's range of garage doors installed in openings. The above shall apply to the Manufacturer's model of the product, subject to the provision that all the repairs may only be performed by a Sales Partner providing services in this respect for the Manufacturer's brand, by the Manufacturer or by a person authorized by the Manufacturer.

**12.** Exclusions from the EXTENDED CARE Warranty Programme:

**a.** use of the garage door other than that compliant with its intended use described in the installation and operating manual or its overloading (excessive use, e.g. industrial use);

**b.** the Customer's failure to perform the paid inspection;

**c.** performance of an inspection past the specified date;

**d.** performance of an inspection by an incompetent/unauthorized person;



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- e.** the User does not consent to the replacement of a part/element required due to natural wear and tear or damage and recommended during the inspection;
- f.** making modifications to the product without the Manufacturer's approval;
- g.** failure to comply with the Manufacturer's recommendations concerning regular maintenance and restrictions on the use of the garage door included in the Installation and Operating Manual;
- h.** garage doors manufactured as manually operated doors retrofitted with the METRO automatic operating unit and automatic garage doors with a drive different than the METRO drive;
- i.** an inspection was not performed in compliance with the inspection guidelines applicable to the Sales Partner, constituting Appendix no. 1 to these Terms and Conditions of the EXTENDED CARE Warranty Programme;
- j.** external mechanical and chemical factors causing damage to the varnish coat, loss of material, scratches and chips after impact, etc.;
- k.** failure to report defects which were already visible at the time of delivery of the product or directly after the installation, as well as failure to report defects identified at a later time immediately after they were noticed;
- l.** the Customer's failure to take proper action in order to limit damage;
- m.** the product was not installed by a Professional Installer.

**13.** The EXTENDED CARE Warranty Programme becomes effective on the day on which the basic warranty programme for new products expires in compliance with the provisions described in the Manufacturer's Warranty Terms and Conditions for garage doors installed in openings, provided that the Customer had the first inspection performed in compliance with the terms and conditions of the EXTENDED CARE Warranty Programme - the programme is activated as a continuation of the standard warranty terms, i.e. from the 25th month to the 36th month, and after the second inspection is performed - from the 37th to the 60th month from the date of purchase of the product. The EXTENDED CARE Warranty is granted on the terms and conditions as described in the Manufacturer's Warranty Terms and Conditions for garage doors installed in openings.

**14.** Provided that all of the above-mentioned terms and conditions are met, the total warranty coverage period shall be 5 years from the date of sale, no longer, however, than 5 years and 6 months from the date of manufacture.

**15.** Information on the scope of activities included in the inspection may be found at [www.wisniowski.pl/en/extendedcare](http://www.wisniowski.pl/en/extendedcare) via telephone at +48 44 77 261.

**16.** Participation in the EXTENDED CARE Warranty Programme by providing the data required for the registration of the product and/or commissioning the inspection is tantamount to acceptance of these Terms and Conditions of the EXTENDED CARE Warranty Programme by the Customer.

**17.** The Data Controller for the Customer's personal data is WIŚNIOWSKI Sp. z o.o. S.K.A. with its registered office in Wielogłowy at 33-311 Wielogłowy 153, which may entrust another entity with the processing of personal data for the purpose of conducting activities related to participation in the EXTENDED CARE Warranty Programme pursuant to Art. 28 of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of



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personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as “GDPR”.

**18.** The Customer’s personal data shall be processed by the Data Controlled in compliance with the terms stipulated in the GDPR (REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL) solely for the purpose of conducting activities related to the EXTENDED CARE Warranty Programme. The provision of personal data is voluntary, yet failure to provide them shall make it impossible to participate in the EXTENDED CARE Warranty Programme. Each Customer participating in the EXTENDED CARE Warranty Programme shall have the right to access their data and to have it corrected. The data shall be stored by the Data Controller only for the period required by the applicable provisions of the law and shall be erased afterwards. Please be informed that in compliance with the provisions of the GDPR, the Customer shall have the right to: access their personal data and request a copy of their personal data which is subject to the processing, obtain the rectification of inaccurate personal data, request the erasure of their personal data (the right to be forgotten) in circumstances provided for in Art. 17 of the GDPR, request the restriction of the processing of their personal data in situations provided for in Art. 18 of the GDPR, object to the processing of their personal data in situations provided for in Art. 21 of the GDPR, and to data portability of data processed by automated means.

**19.** Should you need to obtain additional information related to the protection of personal data or if you would like to exercise your rights, please contact us:  
Data Protection Officer, phone no.: + 48 18 44 77 111 e-mail address: [iod@wisniowski.pl](mailto:iod@wisniowski.pl)  
WIŚNIOWSKI Sp. z o.o. S.K.A. with its registered office in Wielogłowy at: Wielogłowy 153, 33-311 Wielogłowy.

**20.** The Sales Partner shall be fully and solely liable to the Customer for the proper and timely performance of the activities covered by the EXTENDED CARE Warranty Programme.

**21.** To all matters not settled herein, the provisions of the Manufacturer’s Warranty Terms and Conditions for garage doors installed in opening shall apply.