

## FLAGPOLES WARRANTY TERMS

### §1

1. PROMAJST Piotr Prochasek (hereinafter referred to as the Guarantor) grants the Customer a warranty for the flagpole consisting of:
  - a. pole (fiberglass or aluminium)
  - b. hinged base or ground sleeve
  - c. foundation bolts
  - d. rotating socket
  - e. decorative finial or other tops
  - f. cleat, internal cleat or hoisting winch
  - g. windtracker or banner arm
  - h. 4mm polyester rope
  - i. flag weight
  - j. plastic bands
2. Items a, b, c will be repaired at the customer's premises. The customer will send the remaining accessories to the Guarantor's office after the diagnosis confirms the validity of the complaint and will receive replacements.
3. Lost items are not covered by the guarantee.

### §2

1. The warranty period is:
  - a. 10 years for the fragility of the pole and the protective coating for composite (fiberglass) flagpoles;
  - b. 5 years for the fragility of the pole and the protective coating for aluminium flagpoles;
  - c. 24 months for the components mentioned in §1 points b,d,e,f,g
  - d. 12 months for the components mentioned in §1 points h,i,j
2. The durability of the zinc coating on the foundation bolts depends on: the degree of corrosive aggressiveness of the environment, the type of weather conditions and, not taking into account the amount of unscrewing of the bolt connection, is from 1.6 to 5.7 years according to PN -- 82/H970Q5, therefore the component specified in §1 point c cannot be the subject of a complaint.
3. The warranty period starts from the date of receipt of the mast.

### §3

The Guarantor's liability under the warranty covers only defects that are inherent in the mast, i.e. defects that reduce its usefulness for the purpose specified in the contract, or when the mast does not meet the characteristics specified by the Guarantor.

### §4

The warranty does not cover damage to the mast as a result of force majeure (e.g. hurricane, flood, lightning, mining damage) or acts of third parties for which the guarantor is not responsible (e.g. theft, vandalism, use contrary to the operating instructions).

### §5

The warranty does not cover damage to the flagpole if it has been used in a manner inconsistent with the flagpole operating instructions, including the hanging of flags made of flag polyester with a grammage greater

than 185g/m<sup>2</sup>, banners made of PVC or other impermeable materials. The warranty does not cover damage resulting from improper installation of the flagpoles by the customer or improper storage of the flagpoles.

#### §6

The Guarantor is released from liability under the warranty if the Customer was aware of the defect at the time of receipt of the completed mast.

#### §7

If the defects mentioned in §3 appear within the period mentioned in §2, the customer can demand their removal under §9.

#### §8

The Guarantor shall have the right to choose the method of exercising the Customer's rights under the Guarantee.

#### §9

1. The guarantor for consumer sales is obliged to respond to the customer's requests within 14 days. After this period, the customer's claims are deemed to be justified.
2. If the reported defect is removable, the Guarantor will remove the defect within 14 working days from the date on which the complaint is found to be justified and, in the case of consumer sales, the Guarantor will repair it in a timely manner.
3. The Guarantor will inform the Customer of the date and method of removal of the defect.
4. The Customer is obliged to provide the Guarantor with the place of installation of the poles within the time limit specified by the Guarantor and in such a way as to enable the defect to be removed.
5. The warranty repair period shall be extended by the period during which the Guarantor was unable to carry out the warranty repair for reasons beyond its control.
6. The Guarantor will not be responsible for damage to lawns, pavements and other coverings or surfaces that may restrict free access to the poles during the warranty repair.

#### §10

The customer loses his warranty rights if he does not notify the guarantor in writing of the existence of the defect immediately after its discovery, but at the latest within 3 days, and in the case of consumer sales up to 1 month.

#### §11

1. The customer is obliged to follow the operating instructions on pain of losing the warranty.
2. The customer loses the warranty rights if the masts are serviced by another company without the consent of the guarantor.
3. The customer is obliged to have the masts inspected and serviced only by the guarantor or a company authorised by the guarantor every 12 months during the warranty period, at the risk of losing the rights under this warranty.
4. The warranty is void if the customer carries out repairs or modifications without the consent of the guarantor.
5. The customer is obliged to check the screw connections of the hinge bracket once every three months. Tighten the nuts of the bracket screws if necessary.

#### §12

The warranty for goods sold to consumers does not exclude, limit or suspend the buyer's rights arising from the goods' failure to comply with the contract.

§13

In the case of self-assembly, the customer who wishes to make full use of the warranty rights is obliged to send to the Guarantor, within 14 days after the installation of the flagpoles, a report certified by an authorised person confirming the correct installation and embedding of the base in the ground, based on the flagpole installation instructions.

§14

The Guarantor recommends that the flagpole be insured against risks not covered by this warranty.

§15

The territorial scope of warranty protection is the Schengen area.

**PROMAJST**  
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