
CONDITIONS FOR COATING DURABILITY GUARANTEE

§ 1 GENERAL CONDITIONS

These Warranty Terms and Conditions (hereinafter referred to as the Warranty) define the terms and conditions under which the Guarantor provides the Warranty for AT Termo and GoTherm Products (hereinafter referred to as the Product), manufactured by FCOM Sp. z o.o. with its registered office in Poland, Czechowice-Dziedzice (43-502), 14 Węglowa Street, registered in the Register of Entrepreneurs of the National Court Register under KRS number 0000813044, NIP 6381839670, having fully paid-up share capital in the amount of PLN 210,000.00 (hereinafter referred to as: Guarantor).

§ 2 SCOPE OF WARRANTY

- Coating durability should be understood as the invariability over time of the following coating parameters:
 - resistance to washing out of the Product as a result of rain,
 - no cracks, peeling or stains (which did not form as a result of reacting with the substrate),
 - color fastness (subject to fading caused by natural exposure to light).
- The guarantee of durability of the coloured Product applies only to the Product whose colouring has been performed by the Guarantor.
- Documents confirming the purchase of the Product are a fiscal receipt or a VAT invoice.
- The Guarantor grants the Buyer:
 - 10-year warranty for AT Termo products,
 - 5-year warranty for GoTherm products,for the durability of the coating painted with the Product, provided that the Product is applied in accordance with the recommendations given on the packaging, in the technical specification and application instructions of the Product, and the conditions indicated in this Warranty are met. The warranty is effective from the date of purchase of the Product.
- Technical specifications and application instructions for the Product are available on the www.fcom.pro page.

§ 3 CIRCUMSTANCES NOT COVERED BY THE WARRANTY

The following situations are not covered by the Warranty:

- when the transport and storage of the Product does not comply with the recommendations contained in the technical specification of the Product;
- when the substrate has not been properly prepared before applying the Product in accordance with the application instructions and technical specifications of the Product;
- when the Product has been used on surfaces that are not recommended in the technical specification of the Product or in a manner inconsistent with the recommendations of this specification;
- when the Product has not been prepared in accordance with the recommendations contained in the application instructions and the technical specifications of the Product (e.g. it has been too much diluted or mixed at high speed);
- when the Product has been applied to:
 - Frozen or moist surface
 - during rain or fog,
 - during strong, hot or dry winds,
 - on surfaces whose temperature exceeded 180°C (for GoTherm brand Products) or 220°C (for AT Termo brand Products),

- e. below 5°C;
6. when the Product has not been applied by one of the recommended methods or the requirements and recommendations in the application manual and technical specifications of the Product have not been met;
7. when the wear and tear of the Product was inconsistent with the indications contained in the technical specification of the Product;
8. when the surface during and after painting with the Product has not been properly protected against damage resulting from work carried out in the vicinity of the painted surface;
9. when fading of the color of the painted surface occurs due to natural exposure to light;
10. when the surface to be painted has been infected with biological contamination (e.g. mold, fungi) before painting;
11. when the painting was performed in weather conditions inconsistent with the technical specification of the Product or on surfaces that reduce the durability of the paint coating (e.g. surfaces with snow, rain, dirt, unevenness, cavities);
12. when painting was carried out on horizontal surfaces in use (e.g. floors);
13. when the painting was carried out on surfaces with structural defects or made contrary to the building rules;
14. when the coating has been damaged, e.g. by animals, aggressive chemicals, immersion in water, burying in the ground, high temperatures (above 180°C for GoTherm brand Products, above 220°C for AT Termo brand Products);
15. when a building painted with the Product is excessively damp, there are efflorescences of mineral salts on the painted surface or the substrate has not been properly seasoned;
16. when the surface painted with the Product was exposed to conditions that hinder the outflow of water from the protected surface;
17. when the surface has been improperly exploited;
18. when the surface has been damaged mechanically (e.g. impacts, cuts, excessive abrasion, hail) or as a result of vandalism (e.g. graffiti);
19. when the surface has been damaged as a result of force majeure;
20. when damage to the coating occurred from the side of elements/surfaces not protected by the Product;
21. when the deterioration of the surface or coating was caused by inadequate corrosion protection of metal elements/surfaces in the painted element;
22. when the damage to the coating results from damage to the substrate (e.g. cracking of walls, subsidence of buildings).

§ 4 COMPLAINTS

1. Complaints can be submitted:
 - a. in writing – by registered letter to the address of FCOM Sp. z o.o., 14 Węglowa Street, 43-502 Czechowice-Dziedzice, Poland with the note "Complaint";
 - b. by e-mail to the following address: biuro@fcom.pro.
2. The complaint should include:
 - a. name and surname of the person submitting the complaint,
 - b. correspondence address of the person submitting the complaint,
 - c. contact telephone number and/or e-mail address of the person submitting the complaint,
 - d. receipt or VAT invoice confirming the purchase,
 - e. a description of the surface on which the Product is applied,
 - f. description of the defect,
 - g. request of the person submitting the complaint.
3. For the date of filing the complaint:

- a. submitted in writing, the date of posting at the postal operator is accepted. The Guarantor will confirm receipt of the complaint within 7 working days from the date of its receipt by sending an e-mail and/or by contacting by phone in accordance with the contact information provided in the complaint form;
 - b. submitted electronically is the date on which the e-mail is sent. The Guarantor will confirm receipt of the claim within 7 working days by sending an e-mail.
4. The guarantor will consider the complaint within 21 days from the date of receipt of a complete complaint and will send the decision to the complainant by registered mail or e-mail, depending on the contact information provided in the complaint form. This time does not include the periods necessary to complete the complaint form.
5. For the day of sending the information on the consideration of the complaint:
 - a. in writing (if the e-mail address is not provided in the application), the date of posting at the postal operator is accepted;
 - b. electronic means is the date of sending the e-mail by the Guarantor.
6. The guarantor will refuse to accept the complaint in the following cases:
 - a. when the complaint was submitted after the expiry of the Warranty period;
 - b. when at least one of the conditions for accepting the complaint specified in the Warranty has not been met.
7. If the complaint contains deficiencies that can be removed (e.g. lack of necessary information) and the reporting person has provided contact details, the Guarantor will call for their completion within 14 days from the date of receipt of the request.
8. The deadline will be met if the reporting person sends a letter with the completion of deficiencies by registered mail before its expiry or sends an e-mail with the completion of the deficiencies to the address of biuro@fcom.pro.
9. In the event of ineffective expiry of the deadline for removing the deficiencies of the complaint application, the complaint will not be considered.
10. The person submitting the complaint shall provide persons authorized by the Guarantor with access to the subject of the complaint within the agreed time, no later than 14 days from the date of receipt of a complete complaint report, for the purpose of inspection and analysis. Preventing the inspection is treated as resignation from the complaint.
11. If the complaint is accepted, the Guarantor will provide the complainant with the Product in the amount necessary to repair the complained coating within 21 days of sending the notification of the complaint consideration. The Guarantor will contact the complainant in order to determine the method of handing over the Product.
12. In the event of delivery of a new Product as part of the performance of the Guarantor's warranty obligations, the Warranty for painting with this new Product runs anew, starting from the moment of issuing the new Product.

§ 5 LIABILITY

1. If the warranty claim is found to be justified, the Guarantor undertakes to hand over the Product to the authorized person in the amount necessary to perform repairs of the claimed coating.
2. In the event of discontinuation of a given version of the Product, the Guarantor, in the situation and under the conditions described above, will release another available version of the Product, selected by the authorized person.
3. The Guarantor is obliged only to provide the services indicated in this Warranty. The rights under the Guarantee are not convertible into the right to demand cash benefits from the Guarantor.

§ 6 PERSONAL DATA

1. The administrator of the personal data contained in the Complaint Form (hereinafter referred to as "personal data") is the Guarantor, i.e. FCOM Sp. z o.o. with its registered office in Poland, Czechowice-Dziedzice (43-502), 14 Węglowa Street, registered in the Register of Entrepreneurs of the National Court Register under KRS 0000813044, NIP 6381839670, with fully paid-up share capital in the amount of PLN 210,000.00.
2. Personal data is processed on the basis of generally applicable laws, including Regulation of the European Parliament and of the EU Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: GDPR).
3. Personal data is processed for the purpose of granting the Guarantee and for the purpose of carrying out the complaint process, including its consideration and notification of the manner in which the complaint will be handled. The processing of personal data is carried out on the basis that it is necessary for the performance of the obligations and rights of the Guarantor and the persons who are the subjects of personal data, resulting from the provisions of this Guarantee. Providing personal data is voluntary, however, necessary to obtain the Guarantee and submit the Complaint Submission, its consideration by the Guarantor and notification of the manner in which the complaint will be handled. Processing of personal data on the basis of Article 6(1)(b) of the GDPR.
4. Personal data will be stored for a period of 2 years from the date of purchase of the Product, and in the case of persons who have submitted a Complaint for a period of 6 years from the Guarantor's notification of the complaint by the Guarantor, i.e. until the expiry of the limitation period for the claims of the complainant related to the consideration of the complaint by the Guarantor. In the event of further claims being filed by the person complaining about the Product, the period of storage and processing of their personal data may be extended if it is necessary for the consideration of the claim and possible defense against such a claim.
5. Persons who are subjects of personal data are entitled to:
 - a. the right to access your data and receive a copy of it;
 - b. the right to rectify (correct) your data;
 - c. the right to erasure;
 - d. restriction of data processing;
 - e. the right to object to the processing of your data;
 - f. the right to data portability;
 - g. the right to lodge a complaint with a supervisory authority (the right to lodge a complaint with the President of the Office for Personal Data Protection or another competent supervisory authority);
 - h. the right to withdraw consent to the processing of personal data.
6. Personal data may be transferred to entities with which the guarantor cooperates in the process of handling the Warranty Registration and the performance of obligations resulting from the Guarantee, such as in particular persons inspecting the areas covered by the complaint and courier companies.
7. Contact details with the Administrator, including in order to exercise the above-mentioned rights: FCOM Sp. z o.o., 14 Węglowa Street, 43-502 Czechowice-Dziedzice, e-mail address: biuro@fcom.pro.

§ 7 FINAL PROVISIONS

1. This Warranty does not exclude, limit or suspend the rights resulting from the provisions on warranty for defects of the sold item.
2. In matters not covered by this Guarantee, the relevant provisions of generally applicable law, including the Civil Code and the Act of 30 May 2014 on consumer rights, shall apply.
3. Any disputes that may arise from the relations covered by the Guarantee will be resolved by the court competent for the Guarantor's registered office.