

Warranty terms

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140 468

*For modular buildings and elements supplied by Elementy XYZ sp. z o.o.
Guarantor and seller: Elementy XYZ sp. z o.o., ul. Kazimierza Pułaskiego 6/10,
26-600 Radom, Poland, KRS 0001265144, NIP 7963050455, REGON
545695402 (the “Guarantor” or “Seller”).*

The warranty does not limit the buyer’s statutory rights against the Seller. We provide the warranty terms to the buyer on a durable medium together with the contract.

§ 1. General provisions

1.1. These terms set out the scope and rules of the quality warranty granted for the modular building and the elements indicated in the contract, order specification, acceptance report or warranty document.

1.2. The warranty covers only elements and work supplied or performed by the Guarantor or by subcontractors acting on its behalf, to the extent described in § 2. The detailed scope of delivery and assembly is set out in the documentation of the specific order.

1.3. If the goods do not conform to the contract, the buyer is entitled by law to legal remedies against the Seller, at the Seller’s expense. The warranty does not affect these remedies, and the buyer may exercise statutory rights independently of the warranty.

1.4. If the buyer is a consumer, or a natural person concluding a contract directly related to their business activity where the contract is not of a professional nature for them, these terms shall not be applied in a way that limits such a person’s mandatory rights.

1.5. In the event of a conflict between these terms and an individual contract or order specification, the individual provisions of the contract prevail insofar as they expressly regulate the matter, subject to mandatory provisions of law.

§ 2. Scope and period of the warranty

2.1. Structural warranty – 30 years

Covers the structural elements indicated in the order documentation, in particular the load-bearing KVH timber frame, structural elements of walls, roof and floors, and the module connector system supplied by the Guarantor.

The warranty covers material defects of structural elements, loss of load-bearing capacity or stability resulting from a material or manufacturing defect or a design error in the design supplied by the Guarantor, as well as leaks at

module joints resulting from a defect in the connector system supplied by the Guarantor.

The warranty does not cover foundations, the subsoil, utility connections or work performed by the buyer or other parties, unless the contract expressly provides otherwise.

2.2. Workmanship and assembly warranty – 5 years

Covers the quality of assembly work performed by the Guarantor or by subcontractors acting on its behalf, to the extent resulting from the contract and order documentation.

It covers in particular leaks at the junction of elements assembled on site, defects in installations included in the base standard resulting from workmanship errors, and malfunction of factory-fitted elements where the cause is an assembly error.

Devices and systems supplied as options, in particular the photovoltaic system, heat pump, air conditioning, mechanical ventilation with heat recovery and smart home system, are covered by their manufacturers' warranties, on the terms set out in the warranty documents provided to the buyer. In their case, the Guarantor's workmanship and assembly warranty covers correct installation.

"Base standard" means only the scope of elements, materials and installations specified in the contract, specification or annex to the order.

§ 3. Start and running of the warranty period

3.1. The warranty period begins on the date the building acceptance report is signed or, if the building was handed over earlier without a report, on the date it was handed over to the buyer. The date is stated in the warranty document.

3.2. If the acceptance report lists defects or faults, their entry alone does not exclude the warranty. The parties may separately agree a deadline for remedying faults found at acceptance.

3.3. Repairing an element does not automatically restart the warranty period for the entire building. Mandatory provisions of law apply to the repaired or replaced element and, otherwise, the agreed warranty terms.

3.4. The warranty applies in the territory of the Republic of Poland, unless the warranty document or the contract provides otherwise.

§ 4. Warranty exclusions

4.1. The warranty does not cover defects, damage or deterioration of properties to the extent that they result from:

- normal wear and tear and the natural properties of materials, including changes in the shade of timber due to UV and seasonal swelling or shrinkage, unless they constitute a defect covered by § 2;

- mechanical damage occurring after handover of the building that does not result from a defect covered by the warranty;
- use contrary to the intended purpose, technical documentation or the use and maintenance instructions provided;
- lack of required maintenance, if this affected the occurrence or extent of the defect;
- changes, repairs, alterations or interference with the structure or installations made by the buyer or third parties, if the defect is causally linked to them;
- improper construction, settlement, displacement or damage of the foundation, subsoil, utility connections or elements made by a party other than the Guarantor;
- flooding, prolonged dampness, inadequate ventilation, improper water drainage or other operating conditions inconsistent with the documentation, if they affected the defect;
- overloading of the structure, random events or force majeure, to the extent that they caused damage that is not a defect covered by the warranty;
- elements, devices or equipment supplied or installed by the buyer or third parties, unless the contract expressly includes them in the Guarantor's warranty.

4.2. An exclusion applies only to the extent that the circumstance is causally linked to the defect or damage in question. The Guarantor may refuse performance in whole or in part if grounds for exclusion have been established for the reported defect.

§ 5. Use, maintenance and interference

5.1. The buyer must use the building in accordance with its intended purpose, the technical documentation and the use and maintenance instructions provided.

5.2. The buyer should carry out the inspections and maintenance indicated as mandatory in the instructions. If the instructions recommend an annual inspection, documenting it is recommended. Lack of documentation alone does not determine refusal of a claim; what matters is whether failure to carry out a required action contributed to the occurrence or worsening of the defect.

5.3. Before interfering with the structure or installations, the buyer should obtain the Guarantor's written opinion if the interference may affect the safety, tightness or durability of elements covered by the warranty. The warranty does not cover defects to the extent that they result from unagreed interference.

5.4. The buyer should promptly take reasonable steps to limit the extent of damage, provided this can be done without endangering people.

§ 6. Reporting a warranty claim

6.1. Claims should be reported by e-mail to biuro@elementy.xyz, by telephone at +48 692 140 468 or to the Guarantor's registered office address. It is recommended to report a defect promptly after discovering it.

6.2. The report should include, where possible: the buyer's details, the building's address, the acceptance date, a description of the defect and the date it appeared, photos or recordings, a description of the circumstances in which it appeared, and contact details.

6.3. Missing information does not automatically justify refusing to accept a report. The Guarantor may ask for information needed to assess the claim.

6.4. The Guarantor will confirm receipt of the report and, as a rule, propose an inspection date within 14 business days of receipt, taking into account access to the building and the need to agree a date.

6.5. After the inspection or after obtaining information sufficient to assess the report, the Guarantor will state whether the claim is accepted and, if so, provide a plan and the expected date for remedying the defect. If an additional expert assessment is needed, the Guarantor will inform the buyer.

6.6. Merely exceeding 14 days from the discovery of a defect does not automatically result in loss of warranty rights. A delay may be relevant if it contributed to the occurrence or increase of damage or made it impossible to reliably establish the cause of the defect.

6.7. If there is a suspected threat to the safety of the structure or of people, the buyer should contact the Guarantor immediately and take the necessary protective measures.

§ 7. Manner and time of performing the warranty

7.1. If a claim is accepted, the Guarantor will remedy the defect by repairing or replacing the defective element, depending on the nature of the defect, technical feasibility and proportionality of the solution, taking into account mandatory provisions of law.

7.2. The Guarantor will set the repair date once the scope of work has been established. As a rule, it will aim to remedy the defect within 30 business days of agreeing the repair method, where the nature of the defect, availability of materials, weather conditions, work safety and necessary arrangements allow. If this deadline cannot be met, the Guarantor will explain why and propose a realistic date.

7.3. The buyer will provide access to the building and the location of the defect on the agreed date.

7.4. The warranty covers reasonable costs of materials and labour needed to remedy a defect covered by the warranty, including travel and transport of elements where necessary. Costs of dismantling, reassembly and restoration of finishes are covered to the extent resulting from the warranty and applicable

law; the consumer's statutory rights remain unaffected.

7.5. The warranty does not cover additional work unrelated to remedying a defect covered by the warranty or improvements ordered by the buyer. Such work requires a separate agreement on costs and timing.

7.6. After the repair, the parties may sign a report specifying the work performed. The report does not limit the buyer's statutory rights.

§ 8. Transfer of the warranty

8.1. The warranty is tied to the building and may pass to the next owner for the remaining warranty period.

8.2. The previous or new owner should inform the Guarantor of the change of ownership, stating the location of the building, the date of the change and the new owner's contact details. The Guarantor may ask for a document confirming the right to the property to the extent necessary to update its records.

8.3. The new owner should be given the available warranty documents, technical documentation and use and maintenance instructions. Failure to notify a change of ownership does not exclude the statutory rights of the person concerned.

§ 9. Final provisions

9.1. The version of the terms provided to the buyer when concluding the contract or handing over the building is binding for that buyer, in accordance with applicable law.

9.2. Changes published on the website apply to future transactions and do not automatically change warranty terms already granted. Changing an existing warranty requires a legal basis and, where required, the consent of the parties.

9.3. Matters not regulated are governed by the relevant provisions of Polish law, including the Civil Code and – for contracts with consumers – the provisions on conformity of goods with the contract.

9.4. These terms do not exclude or limit the buyer's rights under mandatory provisions of law.

For each building we issue a warranty document stating the buyer's details, the building's address and designation, the contract number and the start and end dates of the structural (30 years) and workmanship (5 years) warranties.