



Warranty Terms and Conditions for Distributors

Item specification: **Swimming pool roof**

Warranty period and property covered by the warranty: **10, to wit: ten, years for the aluminium roof construction**

Warranty declaration: **ALBIXON a.s. provides, within the meaning of its valid and effective warranty terms and conditions which form an integral part of these warranty terms and conditions for distributors, a quality warranty whereby in case of regular use of the above-specified item in accordance with the stipulated conditions of use, the item will be fit for its customary purpose and will retain the property indicated in this warranty certificate for the duration of the warranty period.**

ALBIXON a.s. hereby expressly informs the buyer, in accordance with the provisions of Section 2174a (1)(a) of the Civil Code, that the rights under the warranty apply in addition to the buyer's statutory rights against ALBIXON a.s. arising from defective performance

1. These warranty terms and conditions for distributors set forth the quality warranty provided by ALBIXON a.s. pursuant to the provisions of Section 2113 *et seq.* of the Civil Code of the Czech Republic (hereinafter the "warranty") and shall apply only to ALBIXON a.s.'s item (product) and the property of the item expressly specified in these warranty terms and conditions.
2. The warranty period shall run from the handover of the item to the buyer; if the item was shipped in accordance with the contract, it shall run from the arrival of the item at its destination. If the purchased item is to be put into operation by a party other than the warranty provider, the warranty period shall run from the day when the item was commissioned, provided the buyer has ordered the commissioning within three weeks of acceptance of the item and has provided requisite assistance for the performance of the service in a due and timely manner.
3. Exercise of the rights under the warranty is conditioned on the satisfaction of all of the following conditions which the buyer is obliged to evidence to ALBIXON a.s. upon request when exercising the rights under the warranty:
 - a) the buyer does not and has never used the item in any way for business or for other business or gainful activity;
 - b) the buyer uses and has always used the item in accordance with ALBIXON a.s.'s instructions for the use of the item and in a manner compliant with its nature and the purpose of its use;
 - c) the buyer duly performs and has always performed regular servicing of the item at ALBIXON a.s. or its authorized persons; and any breach of any of these terms and conditions shall void the warranty.
4. The warranty shall not cover defects in the item arising from:
 - regular wear and tear;
 - improper handling of the item, including incorrect setup thereof by the buyer and/or its use contrary to the operating instructions;
 - the impact of natural elements; or
 - other external events;



- mechanical damage and improper maintenance;
 - unprofessional installation contrary to ALBIXON a.s.'s instructions provided in related documents;
 - the buyer's interference;
 - excessive loading and any entry by persons onto the structural elements (load-bearing arches) of the roof, straining of same by movement of persons on top of it, hanging onto the structure, etc., covering the structure or placing objects on its surface,
 - removal of roofing modules from the guide rails;
 - uneven movement of the modules which can lead to deformation of the roof (the modules must be moved evenly by two persons; before they start moving them, they must make sure there is no obstacle in the way, e.g. steps, dirt in the track, etc.);
 - handling in cold periods, when for instance due to protruding frost, the roofing elements sliding underneath may damage each other;
 - failure to remove snow from the domes (modules), where frost and excessive weight of the snow weighs down the roof over the item;
 - failure to arrange the individual roofing modules under each other in one spot in winter and failure to define the distance between the individual domes in a fixed manner so that all modules together could withstand the potential pressure of snow, with a load on the area corresponding only to the area of one (upper) module;
 - failure to keep the roofing structures (elements) clean;
 - the use of chemical products in the maintenance of the roof;
 - failure to fix and close the front and rear walls of the roofing, failure to distribute the modules evenly over the entire area to be covered and failure to cover the side entrances as well, and the associated penetration of wind under the domes (each individual piece, including the front and rear parts, must be latched separately and thus secured against movement; and the operator must not uncover the domes and leave the entrances open when it is windy).
5. ALBIXON a.s. shall not be liable for improper installation, alterations made, improper use or inadequate maintenance of the outdoor roofing. Alterations include any system capable of causing a fault in a component or equipment or leading to unsafe operation. Improper use and inadequate maintenance include any use of the outdoor roofing not specified in this limitation, or the use of the outdoor using for purposes other than its intended purpose.
 6. The warranty is further conditioned on all repairs to the ALBIXON aluminum roofing systems being carried out by a person trained by ALBIXON a.s. and on the replacement of parts of such roofing systems solely with original parts from ALBIXON a.s. ALBIXON a.s. assumes no liability under the warranty for any defects or damages resulting from the replacement of damaged parts of the item or from the use of accessories to the item that were not manufactured or approved by ALBIXON a.s., or that were caused by any unauthorized alteration of the item.
 7. The buyer understands that any repairs may result in aesthetic changes which are not deemed to constitute grounds for further complaints. ALBIXON a.s. shall not be liable for losses or changes to the item caused by its non-use or non-operation.
 8. In order to preserve the roofing parts in the condition specified in ALBIXON a.s.'s warranty, the buyer shall be obliged to maintain the aluminium structures systematically and professionally using non-aggressive chemical agents, ideally cleaning the profiles simultaneously with the covering material using water and a sponge, using a neutral non-abrasive cleaning agent with a pH value ranging between 5 and 8, followed by a thorough water rinse once the cleaning of the structures is completed. No solvents (petrol, acetone), alkaline products (ammonia, sodium), acidic products (sulphuric acid, acetic acid) or abrasive products (steel wool, sandpaper or abrasive paper) can be used. The aluminium structures are to be cleaned at least twice a year in a rural environment, and at least four times a year in an urban environment, near industrial zones and in coastal areas, and as regards parts not exposed to rain.
 9. If the buyer exercises the warranty rights in accordance with these warranty terms and conditions, the buyer may only request that the defect be removed through repair of the item. If ALBIXON a.s. finds that the defect of the item covered by the warranty cannot be removed by repair, and the statutory presumptions or fiction of irreparability of defects do not apply, ALBIXON a.s. shall grant the buyer a corresponding discount on the purchase price reflecting the nature of the defect.
 10. The buyer shall notify defects of the item covered by the warranty to ALBIXON a.s. in the Czech Republic and shall attach a receipt evidencing the purchase of the item from ALBIXON a.s. or other documents evidencing the acquisition of the item from ALBIXON a.s. and the duration of the warranty to such notification.



11. ALBIXON a.s. assumes no liability under the warranty for any defects or damages resulting from the replacement of damaged parts of the item or from the use of accessories to the item that were not manufactured or approved by ALBIXON a.s., or that were caused by any unauthorized alteration of the item.
12. Unless stipulated otherwise in these warranty terms and conditions, the conditions set out in the Complaint Rules of ALBIXON a.s. and its General Contractual Terms and Conditions, which the buyer received at the conclusion of the contract as an integral part thereof, together with other documents related to ALBIXON a.s.'s products, shall also apply to the exercise of warranty rights.

Prague, 1. 10. 2024

ALBIXON a.s.