



## Warranty Terms and Conditions for Distributors

Item specification: **Swimming pool**

Warranty period and property covered by the warranty: **25, to wit: twenty-five, years for the tightness and impermeability of the pool**

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 apply to the inserted polypropylene steps (hereinafter the "PP"), the installed technological elements, in particular the inlet fittings, overflow grating, lights, skimmers, cable grommets, counter-current and its control and other pool accessories and related defects of the pool.
5. ALBIXON a.s. uses only tested and quality plastics for the production of PP skeletons, in particular from suppliers IMG BOHEMIA s.r.o., and POLYSTONE material from Röchling, producers of extruded polypropylene boards from prime raw materials from proven suppliers.
6. The warranty shall apply to the item being used in a manner preventing direct contact of the polypropylene boards with aggressive chemicals.



7. The warranty shall not cover defects in the item arising from:
  - regular wear and tear and damage and the natural ageing process;
  - 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, especially wind, torrential rainfall, groundwater buoyancy, etc.;
  - a change in shape, dimensions or properties caused by faulty preparation or completion of the pool construction, impact of groundwater or rainwater, soil pressure or the impact of other external event;
  - mechanical damage and improper maintenance;
  - unprofessional installation contrary to ALBIXON a.s.'s instructions provided in related documents;
  - the buyer's interference, i.e., a change or modification of the item made by the buyer;
  - inappropriate use of the item contrary to its intended purpose or the instructions of ALBIXON a.s. as stated in particular in the installation and user manuals, operating and maintenance guidelines, in the Construction Preparation document, etc.;
  - inadequate maintenance, the non-existence of any contractual arrangements, excessive loading of the technological system, failure to make use of an offer of modifications and services of ALBIXON a.s.
  - changes in color and other changes in the PP pool skeleton caused in particular by biological, chemical, thermal or other physical phenomena and influences, e.g., the effect of high temperatures above the permissible limit, pool water temperatures above 29 °C, failure to maintain the pool water quality in terms of pH (6.5-7.6) and free chlorine according to the water temperature (up to 28 °C – 0.3-0.6 mg/l, up to 32 °C – 0.5-0.8 mg/l, and above 32 °C – 0.7-1 mg/l), exposure to chemicals and exposure to chemicals in the air;
  - by leaving the item in its original packaging and not removing the protective and cover foil within one month of the handover of the item to the buyer;
  - simultaneous use and mixing of different types of pool chemicals or the same types from different manufacturers which may contain completely different active substances, and where an inappropriate combination may result in undesirable chemical reactions, non-compliance with the instructions for use of such pool chemicals, failure to consult the safety data sheet of the relevant manufacturer (these are concentrated chlorine-based chemicals used not only for disinfection but also for bleaching purposes in various industries), where increased concentrations of these chlorine chemical compounds in the pool water, including several times higher concentrations in the process of "superchlorination" or "shock chlorination" may lead to changes of color of the polypropylene pool boards and, over time, in the oxidization of their surfaces).
8. ALBIXON a.s. shall not be liable for improper installation, alterations made, improper use or inadequate maintenance of the PP pool skeleton. 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 PP pool skeleton not specified in this limitation, or the use of the PP pool skeleton for purposes other than its intended purpose.
9. The warranty is further conditioned on all repairs to the PP pool skeleton and its parts being carried out by a person trained by ALBIXON a.s. and on the replacement of such parts 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. Unless otherwise stipulated 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.

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