



Waranty Policy

Line **PRESTIGE**

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Warranty Policy and Claims Procedure of POPP s.r.o. for Sliding Pool Enclosures, Sliding Terrace Enclosures and Fixed Terrace Enclosures

This Warranty Policy and Claims Procedure have been established in accordance with applicable laws and applies to products manufactured or offered by POPP s.r.o. where a claim is filed within the warranty period.

The Seller provides a warranty on the product for the period specified in months. The warranty covers material defects, functional defects, or defects arising during production that affect its functionality.

POPP s.r.o. provides a standard 24-month warranty on all its products. In addition to this legal guarantee, the company provides:

- An extended three-year warranty on all electrical components for all its products that are equipped with an electric drive.
- An extended ten-year warranty on the functionality of the wheel assemblies.

All legal and extended warranties are valid provided that the product is used in accordance with the Operating Instructions. The Operating Instructions also serve as a claim form for end customers.

Warranty Exclusions:

- The warranty does not cover defects caused by improper use of the product, mechanical damage, wear and tear, abrasion, and scratches on moving mechanical parts of the enclosure (e.g., rails), or defects caused by the use of unsuitable cleaning agents and tools with abrasive effects.
- The warranty does not cover defects arising from improper or inadequate site preparation and unstable geological subsoil. In particular, it does not cover leaks under the sliding tracks and front walls caused by an incorrect slope of the surface around the pool, whirlpool, or terrace. Furthermore, it does not cover rainwater leaks between the house facade and the wall-mounted sliding track in the case of terrace enclosures with extremely uneven or rough facades. A facade unevenness of up to +/- 5 mm per 2 m length and a facade grain roughness of up to 3 mm fraction are considered sealable. For relief or clad facades (e.g., planks with deep grooves in the joint or roughly jointed bricks), where the difference in surface level is greater than the mentioned limit, the watertightness of the joint cannot be guaranteed.
- The warranty does not cover leaks between the segments of the enclosure in the event of extremely strong wind with rain, which is caused by exceeding the given material properties of the sealing profiles.
- The warranty does not cover the ingress of small amounts of water under the structure. The enclosure is not designed to be watertight.
- The warranty does not cover damage caused by improper installation performed by untrained personnel. Installation is permitted by POPP s.r.o. employees or trained personnel from other sales and installation companies. If the customer purchases the pool enclosure without installation and performs the installation themselves, they are obligated to follow the supplied installation instructions.
- The warranty does not cover color changes on profiles without surface treatment. Parts of profiles without surface treatment are subject to natural oxidation, which manifests as darkening or lightening of these surfaces. Specifically, this refers to the cut surfaces of the profiles.
- The warranty does not cover shade deviations of anodized profiles and color variations of individual painted profiles and infills of the structure.
- The warranty does not cover oxidation of the surface of raw stainless steel and aluminum material (fasteners) due to exceeding the recommended pH values in a range other than 7.2–7.6 and free and combined chlorine in the pool water greater than 0.6 mg/L, or if salt water or salt electrolysis is used in the pool technology.

- The warranty does not cover the possible penetration of small impurities, mold, algae, plants, and insects into the cells of the polycarbonate infill, which may exceptionally occur through the technological holes for moisture removal from the enclosure structure.
- The warranty does not cover the formation of water condensate inside the chambers of polycarbonate sheets. Also, it does not cover the formation of water condensate on the inner side of the infills, profiles of individual segments, and front walls of the enclosure.
- The warranty does not cover deformation of profiles caused by freezing of water condensate in the inner chambers of the profiles in connection with heating the pool in winter.
- The warranty does not cover damage caused by improper rough handling.
- The warranty does not cover non-standard environmental conditions, especially the occurrence of algae and mold in the joints of profiles and outlet holes of profiles.
- The warranty does not cover normal wear and tear and the replacement of expendable parts. Expendable parts for this purpose are understood as parts that are normally replaced during their normal lifespan due to their function and nature (e.g., sealing EPDM foil, brushes, sliding wheels of segments and doors and contact surfaces between them, locks, hinges, securing elements, etc.).
- The warranty does not cover normal operational wear and tear of locking elements.
- The warranty does not cover damage caused by choosing an unsuitable model for the given location. All POPP s.r.o. pool enclosures are classified into categories according to wind resistance and snow load. This categorization is part of the technical data sheets.
- The warranty does not cover damage to the enclosure caused by natural forces (snow load exceeding the model's classification in the SK category, wind exceeding the model's classification in the WK category, hail – hailstones larger than 2 cm in diameter, etc.) and failure to comply with the manufacturer's recommendations for the winter period, damage caused by the fall of snow from the roof of a house or other building onto the enclosure structure and polycarbonate infills, or mechanical damage caused by a third party.
- The warranty does not cover damage if the polycarbonate sheet has come into contact with chemicals (see General advice and recommendations in the Operating Instructions).
- The warranty does not cover damage if the polycarbonate sheet is scratched or abraded.
- The warranty does not cover damage if the polycarbonate sheet has been exposed to heat or has been heat-shaped.
- The following are acceptable defects in infill panels and are not a valid reason for a claim (this classification of acceptable defects is based on the conditions set by the manufacturer of the infill materials): A bubble or inclusion smaller than 2 mm² is not a valid reason for a claim. If there is more than one such defect per m², this is a reason for a valid claim. Defects in the infills of such a nature that they cannot be detected or photographed with the naked eye from a distance of one meter are not a valid reason for a claim. A claim can only be accepted based on the submission of photographs and a record in the handover report. Photographs taken after signing the handover report may show damage caused differently and at a different time than by the fault of the workers performing the installation and are therefore not acceptable for accepting a claim.
- Keys for lockable components are not intended to be permanently inserted into the locks, but to be placed on a keychain. As such, they are not designed to be rust-proof. Permanently inserting them into the lock can cause leakage and subsequent damage to the locks. Defects arising from this error cannot be accepted as a valid reason for a claim.

A claim cannot be made if the buyer has not followed the instructions in the Claims Procedure and the Operating Instructions. Warranty claims expire if they are not made within the warranty period. The warranty expires in the event of unauthorized modification and repair performed outside the manufacturing plant, as well as failure to comply with the warranty conditions.

General Conditions:

The warranty is provided by POPP s.r.o. to the extent specified in the Warranty Conditions.

The warranty period begins on the date of handover of the work to the buyer. A Handover Report is drawn up regarding the handover of the work, which is handed over to the buyer either in writing together with the Operating Instructions or sent electronically immediately after signing the Handover Report on an electronic device (tablet).

The buyer understands that due to the nature of the product, minor aesthetic changes may occur after its repair, which do not affect the overall quality and functionality of the product.

When a claim is made during the warranty period, POPP s.r.o. will proceed according to the following conditions:

Valid Claims: In the case of a repairable defect, a valid claim will be addressed by professional repair. This does not affect the buyer's right to liability for defects according to Act No. 89/2012 Coll., the Civil Code, as amended.

The buyer is obligated to file a claim immediately as soon as the defect in the product manifests itself. The buyer must make a notification of the detected defects in writing and deliver it verifiably or send it verifiably by email to the address of the seller who carried out the order.

Claim Details: The notification must state what the defects are and how they manifest themselves, as well as the claim that the buyer is making as a result of the occurrence of the defects.

Claim Assessment: The validity of each claim and the assessment of the removability or irremovability of the defect will be carried out by a qualified responsible employee of the seller, who will inform the buyer of their opinion.

Additional Information: If the assessment of the claim requires it, the claimant is obligated to supplement the information and documents that may have a significant impact on the assessment of the claim. The supplier may request these documents or additional information (this mainly concerns photographs or video recordings).

Appealing a Rejected Claim: If the claimant does not agree with the decision of the responsible employee, they may appeal in writing against the rejection of the claim. The responsible employee will forward the claim decision for review to their superiors and will inform the claimant of the result of the appeal in writing or electronically.

Costs associated with the repair or replacement of parts and components of the product after the warranty period has expired, in particular related construction costs, transport costs, and installation costs, shall be borne by the buyer.

The relevant repairs will be carried out as soon as possible so that the functionality of the product is disrupted as little as possible. However, the repair period may be exceptionally extended if it depends on the delivery date of some components and parts that need to be ordered from another manufacturer, or if it is necessary to send the claimed part for repair to another manufacturer, or if the repair cannot be carried out due to the current climatic conditions.

Warranty repairs may only be carried out by employees of POPP s.r.o. or trained personnel from other sales and installation companies.

If the buyer accepted the product after the date by which they were obligated to accept it, the warranty period runs from the date on which they had this obligation.

If the goods or a part thereof are replaced, this free-of-charge supplied goods covers the remaining time to fulfill the original warranty period. A new warranty period applies to newly purchased parts.

To make a claim, it is necessary to submit a Handover Report with the order number. Business partners make claims electronically using claim tickets.

The rights arising from liability for defects in goods for which a warranty period applies shall expire if they are not claimed within the warranty period in a demonstrable manner – in writing.

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