

PERFORMANCE WARRANTY APPLICABLE TO MANTION SYSTEMS

Any requests made on the basis of the performance warranty imply full acceptance of the terms of the warranty.

1. Purpose of the warranty

Mantion offers its clients a performance warranty for its Complete Systems. The warranty only covers performance and does not apply to the appearance or aesthetics of the systems, especially when there is a change in appearance due to ageing, even when accelerated by environmental conditions. The warranty does not cover possible system corrosion.

2. Definitions

"MANTION": refers to the MANTION company and/or any company or entity belonging to the Mantion GROUP.

"Complete System": refers to a sliding system comprised solely and entirely of products and parts manufactured by MANTION based on a design validated by MANTION and installed in compliance with Mantion's recommendations and installation instructions. A complete system consists of the following items:

- retaining lugs on the product;
- joining brackets between lugs and the sliding track;
- track joining sleeves if several tracks are joined;
- sliding or guiding tracks;
- hangers;
- opening hanger fastening plates;
- opening guiding accessories;
- end stops;
- and braking mechanisms and dampers when included in the system.

"Performance": refers to normal functioning without malfunctions. A malfunction is understood as any event preventing the opening or closing of the Complete System under normal conditions, in other words excluding resistance that exceeds the tolerance margins usually accepted.

3. Mantion PERFORMANCE warranty cover

If a claim is made under the warranty and the enforceability of the warranty is confirmed, Mantion shall supply the products necessary to make the system operational and shall therefore replace all or part of the system parts free of charge.

Mantion retains ownership of the replaced products.

The warranty is for parts only.

The client shall bear the costs of fitting and removal, installation and reinstallation, labour and any other costs (travel, accommodation, etc.).

The warranty does not extend to upgrading the system or parts of the system following a new or amended Standard.

Enforcement of the system's warranty shall not result in a new warranty period. Only exchange of all the products comprising the system may, at Mantion's discretion, result in the start of a new warranty period from the date on which the sliding system is replaced.

4. Performance warranty period

The performance warranty is limited to:

- 25 years for indoor systems up to a maximum number of cycles defined in the commercial brochures and on the website
- 12 years for outdoor systems up to a maximum number of cycles defined in the commercial brochures and on the website
- 5 years for motors installed by professionals
- 2 years for motors installed by users or non-professionals

The warranty starting point is the date of purchase. The client must provide proof of purchase.

5. Terms of the warranty

The warranty cannot be enforced unless the client has demonstrated compliance with the maintenance and service conditions stipulated in Mantion's catalogues, brochures and website.

6. Parts excluded from the warranty

The performance warranty does not cover replacement of worn parts. Normal wear of the system is excluded from the warranty.

7. Warranty exclusions

Sliding systems that do not meet the definition of a Complete System according to Article 2 are excluded from the scope of the warranty.

Therefore, incomplete systems or sliding systems including any product not originating from Mantion are excluded from the warranty.

The warranty cannot be enforced:

- If the products have not been installed or fitted in accordance with Mantion's recommendations enclosed with the delivered product or available on its website;
- If any entity other than Mantion has modified a system without Mantion's prior written approval;
- If the system has been used or installed under inappropriate conditions and generally under conditions not complying with Mantion's specifications;
- If the system has been disassembled and reinstalled in a location different to the one on the day of the sale.

The warranty cannot be enforced if the malfunction is caused in part or entirely by:

- An incompatibility between the system and any other product or component of another origin;
- A design, component and/or material imposed by the client;
- Client specifications that contain errors or are incomplete;
- A case of force majeure as defined in Article 1218 of the French Civil Code;
- Failure to comply with a standard, even if implemented after installation;
- Use in an aggressive or polluted environment not specified by the client when purchasing the system;
- Damage caused by negligence or lack of maintenance, inspections or monitoring;
- Intentional damage;
- An accident.

8. Warranty claims

For the warranty to be exercised, Mantion must be notified of the warranty claim in writing, describing the malfunction discovered, accompanied by a dated proof of purchase.

Under no circumstances shall the client exercise the warranty to suspend or delay the payment of any Mantion invoice for any delivery whatsoever.

9. Decision to enforce the warranty

Mantion has sole discretion regarding the enforceability of the warranty AND will conduct or delegate any technical investigations it deems necessary.

Mantion will be unable to approve warranty claims if the technical investigations are hindered, unless by Mantion.

Mantion shall not address claims from clients that have not met their obligations to Mantion and in particular those that have failed to meet their payment obligations for any delivery whatsoever.

The client must ensure that it is aware of the terms of the warranty, in particular its limitations and exclusions, before making a claim.

If the warranty is unenforceable, the parts will be invoiced to the client and the latter will also bear all shipping and administrative costs without prejudice to any other compensation, including compensation relating to the direct and indirect costs of investigating and identifying the relevant defect.