

## **WARRANTY CONDITIONS**

1. The following terms contained in the present Warranty Conditions will have the following meaning:

a) "Warranty" means the rights and obligations resulting from these Warranty Conditions and the provisions of the Polish Civil Code;

b) "Warranty Card" means a document containing these Warranty Conditions with the attached list of service centres;

c) "Goods" means the item whose name, model or serial number are specified in the content of the present Warranty Card, and the item that is free from defects that the warranty holder received to replace the defective Good, unless the Warranty Terms clearly specify a different meaning of this term

d) "Guarantor" means KAZA Design Sp. z o. o. with registered office in Łodygowice at ul. Żywiecka 212, 34-325 Łodygowice, entered into the National Court Register by the District Court in Bielsko-Biała, VIII Commercial Division of the National Court Register under the KRS number: 0000381485, REGON: 241808110, NIP: 5532486891; share capital: PLN 5,000 - paid in full, hereinafter also the "Company";

e) "Service Centre" means KAZA Design Sp. z o. o. with registered office in Łodygowice at ul. Żywiecka 212, 34-325 Łodygowice, entered into the National Court Register by the District Court in Bielsko-Biała, VIII Commercial Division of the National Court Register under the KRS number: 0000381485, REGON: 241808110, NIP: 5532486891; share capital: PLN 5,000 - paid in full, hereinafter also the "Company";

f) "Seller" means the entity that sold the Goods, the name, model and serial number of which were specified in the Warranty Card;

g) "Force Majeure" means any external extraordinary event which the Guarantor or Service Centre were not responsible for, and could not prevent the Goods under warranty from being affected by this event, which includes, but is not limited to, riots, strikes, collective disputes, armed conflicts and natural disasters;

h) "Repair" means specialist activities aimed at removing a defect in the Product covered by the Warranty, performed by the Service Centre on the basis of one request to repair the Product, regardless of the number of spare parts used in the performance of these activities, albeit this term does not cover activities related to the installation and maintenance of the Product provided for in its user manual, adjustment of the Product and replacement of bulbs and/or fuses in it;

i) "Major Repair" means:

### **VARNISHED / LAMINATED/ VENEERED FURNITURE**

1. *a new varnish coat*
2. *replacement of at least 3 elements of the piece*
3. *replacement of at least 6 hinges*

4. *replacement of at least 3 types of other accessories*

#### **UPHOLSTERED FURNITURE:**

1. *making all new stitching*
2. *replacing the foam in the complete furniture*
3. *replacing the upholstery on the entire furniture*
4. *replacing the complete frame with a new one*

j) "Beneficiary of the Warranty" means the person who purchased the Goods from the Seller, and each subsequent owner of the Goods with a Warranty Card, who has effectively acquired the transferred right to exercise the rights under the Warranty.

2. The Guarantor grants the Warranty i.e. guarantees that the Goods sold are and will be free from defects and ensures their proper operation for a period of **24 months** from the date of sale, as specified in the Warranty Card.

3. In case of varnished furniture, the Guarantor provides warranty for a period of **60 months** for the varnish coat (this does not apply to mechanical damage).

4. In the case of upholstered furniture, the Guarantor grants a **60-month** warranty for the frame (not applicable to mechanical damage).

In the case of Goods that are furniture, the Guarantor ensures high quality and proper functioning of the furniture, provided that it is properly assembled and positioned and used exclusively for its intended purpose.

5. The warranty is valid in the territory of the Republic of Poland.

6. The period of the Warranty shall be extended by the period commencing on the date of notification of the need to repair the Goods at the Service Centre, as referred to below in item 4, and ending on the day on which the Service Centre notifies the Beneficiary of the Warranty about the completion of the Repair. If, in the consequence of fulfillment of the obligations set out in the present Warranty Terms and Conditions, the Beneficiary of the Warranty has received, instead of the defective Product, the Product free from defects or there were 4 Major Repairs made to the product, the aforementioned period of the Warranty shall start anew from the moment the Beneficiary of the Warranty receives the Product free from defects, or from the performance of the last major Repair of the Goods.

7. In the event of a defect, the Guarantor undertakes to repair the Goods.

8. The need to repair the Goods should be reported to the Service Centre. The place where the Goods were located at the time of reporting will be deemed appropriate for picking them up, repairing and delivering the Goods by the Service Centre as part of the activities related to the removal of the defect covered by the Warranty, undertaken on the basis of said notification. The Service Centre to which the need to repair the Goods has been notified will be responsible for the collection, repair and delivery of the Goods as part of the activities related to the removal of the defect covered by the Warranty, undertaken on the basis of this notification.

9. When reporting the need to repair the Product, the person entitled under the Warranty should agree, in advance, on the method of handing over the Product for Repair - with the Service Centre. 4. Repair of defects in the Goods covered by the Warranty will take place within **30 working days** from the date of delivery of the Goods to the Service Centre or their collection by the Service Centre. 5. The removal of defects in the Goods covered by the Warranty will be free of charge throughout the warranty period.

10. Any parts replaced during the Repair performed by the Service Centre will be brand new and will be the exact equivalent of the parts replaced.

11. The Guarantor, the Seller and the Service Centre will not be liable in the event of violation of the repair deadlines and collection or delivery of the Goods subject to Repair, if the delay in this respect is caused by Force Majeure. In such a case, these dates will be extended by the period this Force Majeure prevails.

12. The obligation to deliver the Goods to the Beneficiary of the Warranty after its repair rests with the Service Centre. The exact date of delivery of the Goods by the Service Centre will be agreed jointly by the Beneficiary of the Warranty and the Service Centre. The Beneficiary of the Warranty is obliged to collect the Goods, in which the defects covered by the Warranty were removed, delivered by the Service Centre within the above period. In case of failure to perform this obligation the Beneficiary of the Warranty will cover the cost of re-delivery of the Goods by the Service Centre.

13. The condition for the repair of the Goods by the Service Centre is that the Person entitled under the Warranty presents the Warranty Card containing the series and number of the Warranty, name and model of the Good, serial number of the Good, date of sale of the Good, name/corporate name of the buyer of the Good, name/company of the Seller, date of issue of the Warranty Card as well as the signature of the person authorized to represent the Seller and the Seller's stamp. The Seller is obliged to complete the above data (if they were not entered at the time of issuing the Warranty Card to the buyer of the Goods), as well as to issue a duplicate of the Warranty Card (in the event of its loss or destruction by the Beneficiary of the Warranty) on the basis of the account presented by the Beneficiary of the Warranty or a receipt constituting - by referring to the type and serial number of the Goods - proof of sale of the Goods by the Seller.

14. All goods should be used in accordance with their intended use and in accordance with the conditions contained in their respective manuals. In case of any doubts regarding the assembly (installation), use or maintenance of the Goods, the Warranty Holder should consult the Service Centre, the Seller or the Guarantor. Any repairs of the Goods performed by persons other than the Service Centre result in the loss of warranty rights.

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