



WARRANTY CARD

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GENERAL WARRANTY CONDITIONS

Definitions

Guarantor – TLC Sp. z o.o., with its registered office in Gorlice at ul. Chopina 25N, 38-300 Gorlice, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register under KRS No. 0000245912, holding Tax Identification Number (NIP): 5252346828 and REGON: 140313868;

General Warranty Conditions (GWC) – this document containing the General Warranty Conditions;

Client – a natural person, legal entity, or organizational unit without legal personality who is the beneficiary of the warranty (these GWC apply exclusively to business entities; these GWC do not apply to consumers within the meaning of Article 221 of the Civil Code).

1. The warranty period for products supplied under an order/agreement begins on the date of sale or on the date of commencement of use by the Guarantor, whichever occurs first.

2. The Guarantor shall not be liable for circumstances, defects, or faults resulting from the Client's failure to comply with the warranty terms. The Guarantor's warranty obligations expire on the date specified in Point 2 or from the date the warranty period begins, as set out in Point 1 of these GWC. All warranty claims expire upon expiration of the warranty period.

3. The warranty period may only be extended under the conditions specified in this Warranty Card and by a written annex.

4. The Guarantor's warranty obligations are limited to free replacement of defective products, and if repair is technically impossible, replacement of the product, provided the defect is proven. The decision regarding restoration of the product to full functionality and the method of defect removal rests with the Guarantor.

5. If a warranty claim is submitted and, after the procedure is completed, the claim is deemed unjustified, warranty repairs are not performed free of charge.

6. The Guarantor's obligations apply exclusively to defects occurring in the sold product installed under normal environmental conditions and used in accordance with its intended purpose.

7. Warranty obligations do not cover indirect losses or costs resulting from downtime, costs incurred as a result of external factors, representatives, operators, etc., loss or damage to stored goods, or costs resulting from the content of Point 16.

8. The Guarantor's liability under the warranty is excluded in any case of escalation or spread of damage to areas not covered by the warranty.

9. The Guarantor's liability under the warranty remains excluded if defects result from factors beyond the Guarantor's control, including force majeure, earthquakes, chemical factors, fires, floods, water damage, acts of vandalism, military actions, catastrophes or disasters, improper operation of the product, excessive use of the product in relation to its design purpose, damage resulting from normal wear and tear or aging, non-compliance with maintenance and operating requirements specified in this warranty and related documents, modifications introduced by the Guarantor at the Client's request, modifications made independently by the Client, failure to follow the Guarantor's recommendations regarding operation, service, inspections, and periodic maintenance activities.

10. The Client shall keep records confirming inspections and maintenance work performed under warranty claims and, upon the Guarantor's request, make them available for review.

11. The warranty does not include service activities related to operation of the product, such as periodic inspections and checks, unless expressly agreed otherwise.

12. Costs associated with materials used during inspections, checks, cleaning, and maintenance of the product, both during and after the warranty period, are borne by the Client.

13. Any site visits by the Guarantor's representatives do not constitute approval, supervision, or acceptance of defects or faults reported under a claim.

14. Any defect covered by the warranty must be reported in writing no later than 14 days from the date it is discovered. A condition for accepting a claim is the submission of a document confirming the sale of the product (invoice/VAT invoice). The Client is required to provide all documentation and information necessary to verify the claim, including photographs and videos. Exceeding the specified deadline for reporting defects results in loss of warranty rights.

15. The Guarantor is responsible for fulfilling warranty obligations directly to the Client. Claims should be submitted through the entity that sold the product.

16. The Guarantor undertakes to review all properly submitted claims within 14 days from the date of receipt. The rectification of defects recognized during the claims process shall take place within a timeframe and under conditions agreed with the Client.

17. In the event of unjustified warranty claims, all costs incurred by the Guarantor in connection with their consideration shall be borne by the Client. These costs include, in particular, labor costs related to disassembly and transport of products, travel expenses of service personnel, accommodation costs, costs of materials, costs resulting from indispensable expert assessments performed by independent specialists, and any other costs ultimately resulting from the circumstances described in Point 17 of these GWC, charged to the Client together with the applicable VAT invoice.

18. The Guarantor may refuse to consider a warranty claim if the defect results from misuse of the product. The Guarantor may also refuse to remove a defect or replace an item with a new one if the cost of removal exceeds the value of the product or the purchase price.

19. Any completion or modification of the warranty form by an unauthorized entity constitutes a breach of warranty conditions. Any corrections, deletions, or changes made to the warranty document by a person other than the Guarantor automatically render the warranty document invalid.

20. To the fullest extent permitted by law, the Guarantor shall not be liable for any damage, loss, and/or costs incurred by the Client.

21. This warranty does not exclude, limit, or suspend rights arising from legal provisions, where such rights are applicable.

22. Any extension of the warranty period constitutes grounds for the Guarantor to suspend all payments due from the Client and, in particular, the Client shall not be entitled to make any set-offs or deductions against the Guarantor's receivables.

23. Polish law shall apply to all disputes arising under this warranty. Any disputes arising from this warranty shall be resolved by the court having jurisdiction over the Guarantor's registered office.

Company stamp of the Guarantor and signature of the authorized representative.