

Warranty terms and conditions
THERMOPLAST Spółka z o.o.



1. The Seller guarantees high quality of THERMOPLAST goods and their compliance with norms and technical parameters appropriate for this kind of products.
2. The Buyer is entitled to contractual warranty claims.
3. The warranty covers only the defects in material and workmanship.
4. These warranty terms and conditions are only a document on the basis of which the party entitled to contractual warranty claims may claim its rights within the EU region in relation to the obtained warranty, subject to item 15 below. The warranty covers only the goods bought in Poland.
5. The condition for exercising contractual warranty claims is the attachment of the proof of purchase with the date and description of the bought product to the claimed product.
6. The proof of purchase without a written identification mark of the goods, date of purchase and without a legible seal and signature of the seller is invalid. Any changes, stains, scribbles or scrubs on the above data on the proof of purchase make it invalid in the light of warranty claims.
7. Warranty terms and conditions do not cover mechanical damage of goods or damage resulting from fortuitous events like: fire, exposure to chemical substances, as well as force majeure. Warranty terms and conditions do not cover marks occurring as a consequence of using of goods, e.g. scratches, stains, scrubs. Warranty terms and conditions do not cover mechanical damage and defects resulting from them, as well as damage resulting from: misuse of a product, using a product at variance with the rules set forth in operation manual. Warranty terms and conditions do not cover minor defects of goods, which remain unseen after fixing of and during the use of goods and that do not affect the goods' use value.
8. Warranty liability covers only the defects that become apparent during the period of warranty. The period of warranty is 12 months.
9. The warranty period commences on the moment of signing of a document confirming the receipt of good(s) by the Buyer. If the receipt of good(s) does not occur within the period of time set in the order form due to the Buyer's fault, the beginning of warranty period is considered as the set date of the agreed receipt.
10. The claims together with description of defects shall be reported in writing to the postal address of the Seller or via e-mail to serwis@thermoplast.com.pl, attaching the proof of purchase, within 7 days from the date of receipt of the goods and signing of Stock Issue Confirmation (CI) document or shipping documents.
11. Reporting of a claim by the Buyer does not exempt the Buyer from the obligation to pay for the delivered goods and the Seller will not commence the performance of warranty obligations until the moment of full payment for the delivered goods by the Buyer.
12. The Seller investigates claims within 21 days from a claim being reported and informs the Buyer on the way of dealing with a given claim within the same period of time, subject to provisions of item 11. Performance of warranty obligations shall occur in the period of time no longer than 6 weeks from the date of agreeing on the proposed way of dealing with a claim by the Buyer, unless the parties agree to a longer period of time.
13. The Seller is obliged to remove the defects that became apparent during the period of warranty free of charge, at the Seller's sole discretion, by repairing or replacing the claimed product with the one free from defects, or by reduction of price according to the value of the claimed product. The Seller decides on the way of removing the defect. The Seller may demand the return of faulty and replaced goods.
14. The Seller shall not be charged with costs related to disassembly, reassembly or removal of faulty products, nor should the Seller be charged with any other costs related to actions performed in relation to replacement of faulty goods for the ones free from defects.
15. Warranty terms and conditions are effective within the EU region, unless the Seller extends them by another country of the Buyer with additional agreement.
16. All matters not settled herein shall be subject to the Civil Code. The warranty does not exclude, nor limit or suspend the rights of the Buyer resulting from any nonconformity of goods with the agreement.
17. No responsibility concerning the goods of the Seller is accepted in relation to defect liability.

The above terms and conditions come into effect with the date of 1st August, 2011. Any decisions and provisions concerning the terms and conditions of warranty shall remain effective until the date of coming into effect of these terms and conditions.