

Guarantee conditions for polypropylene fence tapes produced by Thermoplast Permanent Development S.A.



1. The Seller guarantees the high quality of THERMOPLAST goods and their compliance with the relevant standards and technical parameters appropriate for this type of goods.
2. The rights under the guarantee are vested with the Buyer.
3. The guarantee covers only defects resulting from the reasons inherent in the sold goods, which will appear during the guarantee period.
4. These guarantee conditions are the only document on the basis of which the guarantee holder may claim his rights in the European Union under the guarantee, subject to the provisions of point 15 below. The guarantee covers only goods purchased in Poland.
5. The condition for exercising the guarantee rights is to attach to the claimed goods the proof of purchase containing the date of purchase and a description of the goods.
6. A proof of purchase without marked goods, date of sale, legible seal and the seller's signature is invalid. Any changes, blurring or erasing of the above data in the proof of purchase will invalidate it for guarantee purposes.
7. The Seller warrants the goods 10 year guarantee from the date of issue of the products to the Buyer, which includes:
 - shape stability,and gives the product a 5-year guarantee, starting from the date of issue of the products to the Buyer, which includes: - color stability - changes are allowed according to $DE \leq 3,0$ - detailed conditions described in the Annex to the guarantee.
8. The guarantee conditions do not include:
 - mechanical damage and damage to goods caused by random events such as fire, chemical agent and force majeure,
 - traces arising during operation, such as scratches, dirt, abrasions,
 - mechanical damage during assembly and the defects caused by them,
 - damage resulting from improper use of the goods or the use of the goods contrary to its operating instructions,
 - the Buyer's carelessness,
 - improper use.The guarantee conditions do not include minor defects of the goods, which remain invisible after installation and during the use of the goods, and do not affect its value in use.
9. The guarantee period begins upon signing the document confirming receipt of the goods by the Buyer. If the reception of the goods did not take place at the date fixed in the contract for reasons attributable to the Buyer, as the starting point of the guarantee period shall be the date on which the reception according to the order was to take place.
10. Complaints with a description of the defect should be submitted in writing to the Seller's postal address or by e-mail to the address: claims@thermoplast.eu, including proof of purchase.
11. The submission of a complaint by the Buyer does not suspend the Buyer's obligation to pay for the delivered goods, and the Seller will not proceed to fulfill the guarantee obligations until the Buyer has fully paid for the delivered goods.
12. The Seller considers the complaint within 21 days from the date of its submission and at the same time provides the Buyer with a reply on the method of its settlement, subject to the provisions of point 11. The guarantee obligations shall be fulfilled within no more than 6 weeks from the date of accepting the method of settling the complaint by the Buyer, unless that the parties agree on a longer period.
13. The Seller undertakes to remove the defects of the goods revealed during the guarantee period free of charge, in accordance with the principles contained in these guarantee conditions, by replacing them with goods free from defects.
14. Guarantee terms apply in the European Union, unless the Seller extends them by a separate agreement to another country of the Buyer.
15. In matters not covered by the provisions of this guarantee, the provisions of the Civil Code shall apply. The guarantee does not exclude, limit or suspend the Buyer's rights resulting from the non-compliance of the goods with the contract.
16. The liability under the warranty for defects is excluded in relation to the Seller's goods.