

WARRANTY TERMS AND CONDITIONS

THERMOPLAST TECHNOLOGY P.S.A.

1. The Seller guarantees the high quality of THERMOPLAST goods and their compliance with the relevant standards and technical parameters applicable to the type of goods.
2. The Buyer shall be entitled to warranty rights.
3. Only defects arising from causes inherent in the sold goods are covered by the warranty.
4. These warranty terms and conditions are the only document on the basis of which the holder of the warranty may claim his rights in the territory of the European Union under the granted warranty, subject to the provisions of item 15 below. The warranty covers only goods purchased in Poland.
5. The condition for the use of warranty rights is to attach to the claimed goods a proof of purchase containing the date of purchase and a description of the defect. (together with a fully completed claim form).
6. A proof of purchase without the indication of the goods and the date of purchase is not valid. Any changes, blurs or erasures of the aforementioned data on the proof of purchase will void it for warranty purposes.
7. The warranty terms and conditions do not cover mechanical damages to the goods and damages resulting from chance events such as: fire, the impact of chemical agents, and circumstances and forces due to a force majeure. The warranty terms and conditions do not apply to traces occurring during operation such as scratches, dirt and abrasions. The warranty terms and conditions do not cover mechanical damages and the resulting defects as well as damages resulting from: incorrect use of the goods, use of the goods contrary to its operating instructions, negligence of the Buyer, improper operation. The warranty terms and conditions do not cover irrelevant defects of the goods, which remain invisible after installation and during the use of the goods and do not affect its value in use. In the event that the transport order is on the side of the Buyer, the warranty terms and conditions do not cover any defects that have occurred during such transport.
8. The liability under the warranty covers only the defects that emerge during the warranty period. The warranty period is 12 months.
9. The warranty period begins upon signing the document confirming receipt of the goods by the Buyer. If the receipt of the goods did not take place within the time specified in the order for reasons attributable to the Buyer, the beginning of the warranty period shall be the day on which the receipt of the goods should have taken place in accordance with the order.
10. Claims should be made in writing with a description of the defect to the postal address of the Seller or electronically to the address: claims@thermoplast.com.pl by attaching a proof of purchase, fully completed claim form within 7 days from the date of receipt of goods and signing the delivery note or transport documents.
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 start to fulfil the warranty 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 notification and/or delivery of defective items or sufficient information on the basis of which the Seller may implement the complaint procedure. He shall reply to the Buyer within the same period of time on how he has dealt with the complaint, subject to the provisions of item 11. The warranty obligations shall be fulfilled within a period not exceeding 6 weeks from the date of the Buyer's acceptance of the way the complaint has been handled unless a longer period is agreed between the parties.
13. The seller undertakes to remove any defects in the goods found during the warranty period free of charge, in accordance with the rules laid down in these warranty terms and conditions, at its own discretion, by repairing or replacing the goods with goods free of defects, or by reducing the price in accordance with the value of the goods complained of. The Seller shall decide on the way in which the defect shall be removed. The seller may request the return of damaged and replaced goods.
14. The Seller shall not bear any costs related to disassembly, reassembly or removal of defective goods; any costs related to the delivery of defective items for analysis as well as any costs related to any other actions performed in connection with the replacement of the goods with products free from defects.
15. The Buyer may not, without the prior written consent of the Seller, commence any selection, additional inspection or any other measures generating additional costs, which he intends to charge to the Seller. If the Buyer implements the above-mentioned measures without the Seller's consent, the Seller shall not bear any such costs.
16. The warranty conditions are valid within the European Union unless the Seller extends them by a separate agreement to another country of the Buyer.
17. In matters not regulated, the provisions of the Civil Code shall apply. The warranty does not exclude, limit or suspend the powers of the Buyer arising from the incompatibility of the goods with the agreement.
18. The execution of the liability under the implied warranty for defects is excluded for the Seller's goods.

The above conditions shall enter into force on 1 January 2024. Upon entry into force of these warranty terms and conditions, other provisions of the warranty terms and conditions shall expire.