

ELMARCO Technika Świetlna Spółka z ograniczoną odpowiedzialnością Sp. K.

ul. Krzemowa 7, 81-577 Gdynia

Siedziba: ul. Letniskowa 14a, 80-299 Gdańsk

tel. sekretariat (58) 552-84-27, księgowość (58) 552-87-71, handel (58) 552-84-29

e-mail: office@elmarco.pl

www.elmarco.pl

NIP: PL5842261376; REGON: 191474400, BDO nr 000016283



GENERAL GUARANTEE CONDITIONS IN FORCE FROM 01.05.2017

1. The General Warranty Terms and Conditions (hereinafter referred to as „GWTC”) constitute an integral part of the contract of sale concluded between Elmarco Technika Świetlna (Elmarco Lighting Technology) limited liability company Sp. K. and the purchaser regarding the range of the products offered.
2. The terms used in GWTC signify the following:
 - a) **Guarantor** – Elmarco Technika Świetlna (Elmarco Lighting Technology) limited liability company Sp. K. located at ul. Letniskowa 14 A, 80-299 Gdansk, entered in the National Court Register maintained by the District Court Gdansk-Polnoc in Gdansk, VII Commercial Division of the National Court Register, No. 0000562380, whose registry files are in that court NIP: 584-22-61-376, REGON: 191474400;
 - b) **Purchaser** – the contractor purchasing product/s from the Guarantor;
 - c) **GWTC** – the general warranty terms and conditions for the Guarantor’s products;
 - d) **Product** – the goods constituting the subject of the Guarantor’s business activity, covered by the warranty protection under the provisions of the GWTC applicable in the Republic of Poland;
3. The Guarantor provides warranty for the Products manufactured by the company, operated in a proper way, which is valid within the territory of the Republic of Poland, for a period of 24 months, counting from the date of delivering / releasing the Product to the Purchaser.
4. The Guarantor may, at the Purchaser’s request, extend the warranty for a period exceeding 24 months, if the environmental conditions of product assembly as well as other external and internal factors are deemed as circumstances having direct impact on the durability of the product, however, extension of the warranty period, to be valid, must be provided by the Guarantor in writing. The warranty period must be determined by the parties before placing an order. Extension of the warranty period results in additional costs incurred by the Purchaser. The amount of the costs is determined individually on a case-by-case basis. The warranty period cannot exceed 60 months.
5. The Guarantor is obliged to deliver products without defects.
6. The Purchaser is obliged to check the Products for quantity and quality upon receipt.
7. Upon finding any quantitative or qualitative incompatibility with the order, the Purchaser is obliged to report it to the Guarantor, in writing, within 48 hours from the date of receiving the Product. After this date, it is deemed that Products have been delivered in accordance with the order and without any mechanical damage or quantitative incompatibilities. On the basis of a written notification, the Guarantor will determine the method of the complaint proceedings within 3 working days.
8. The Guarantor is obliged to remove the defects emergent during the warranty period, at its own discretion, by repairing the Product or replacing it with a new one.
9. Complaints may only be considered if the Purchaser has documents confirming the purchase from the Guarantor (receipt or invoice). Complaints about damage during the shipment can only be taken into account when the Guarantor has received the complaint protocol prepared in the presence of the courier from the shipping company.
10. The defective / returned Product should have a detailed description of its defects / faults. The Guarantor is not liable for prolongation of the complaint-handling time due to incomplete or misleading information.
11. The defects found in parts of the Product do not entitle the Purchaser to return the entire delivery and do not result in payment suspension or late payment.
12. The correspondence maintained by both parties, in particular the complaint notice sent in by the Purchaser, will be done electronically to the following e-mail address: office@elmarco.pl or via a post-registered letter mailed to the following address: ElmarCo, ul. Krzemowa 7, 81-577 Gdynia, Poland.
13. In the case of a complaint, the Guarantor is obliged to carry out a technical evaluation of the defective Product within 14 days from the date of the delivery of the defective Product to the Guarantor, or within 21 working days, if a site inspection is necessary.
14. After technical evaluation is completed, the Purchaser will be informed, in writing, of the method of complaint handling.
15. If the complaint process will require additional information regarding the defect or the way the product was used, the Purchaser shall provide all necessary data and information.
16. Removal of the defect will take place within a deadline agreed upon in writing.
17. The defective / returned Product ought to be properly secured for transport and delivered to the Guarantor’s headquarters.

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18. The Guarantor is not responsible for damage to the Product resulting from improper packaging or inadequate security during transport. The costs of accidental loss or damage of the product shall be borne by the Purchaser submitting the complaint.
19. The Purchaser, after a written determination of the method and the time of the delivery, will supply the defective / returned product to the Guarantor, at the following address: ElmarCo 81-577 Gdynia ul. Krzemowa 7, unless it is apparent from the circumstances, that the defect ought to be removed at the place, where the Product was located at the time of the defect emergence. In case a complaint proves unreasonable, all costs of the complaint, including, in particular, the costs of transport, assembly and disassembly as well as the costs of accidental loss or damage of the Product are incurred by the Purchaser submitting the complaint.
20. While considering a complaint, its validity is assessed against the applicable technical standards.
21. The Guarantor is not liable for physical defects:
 - resulting from improper assembly, storage and transport;
 - resulting from the natural wearing-off of the components of the Product (consumables such as batteries, sources of light);
 - caused by improper exploitation;
 - resulting from use in wrong environment;
 - resulting from slight differences, from the standard features, in color or form, which do not affect the item's usage value;
 - resulting from modification or repair without the Warrantor's consent, by unauthorized persons;
 - caused by external or internal factors, which have not been provided for in the contract and the terms of agreement.
22. The warranty does not cover cases of mechanical or chemical damage due to:
 - misuse of the Product;
 - force majeure, natural disasters, random events and abnormal weather conditions;
 - application of aggressive chemicals and cleaning agents resulting in material defects, cracks or scratches;
 - lack of or inadequate maintenance;
 - improper power supply network parameters.
23. Warranty claims do not apply to the products from the exposition.
24. The Guarantor is not liable for potential loss of profit on the part of the Purchaser, nor for contractual penalties arising from the fact of submitting a Product complaint.
25. The warranty period for repair is 6 months, however, it may not end before the expiry of the original period referred to in item 2 of the warranty terms and conditions. The provisions do not exclude the possibility of claiming a compensation under the general principles of the Civil Code, in a relevant court in Gdansk, while the law applicable is the Polish Law.
26. The warranty does not exclude, limit nor suspend the Purchaser's rights resulting from the provisions of the warranty for defects of the thing sold.
27. The Guarantor's liability, in terms of the warranty, is limited to the amount the Purchaser paid for the Product.
28. The above provisions do not apply to consumer sales based on the Act of July 27, 2002. About specific terms of consumer sales and on the amendment of the Civil Code (Journal of Laws 2002 No. 141 item 117) or other provisions of applicable law.