

GENERAL TERMS OF WARRANTY effective from 1 February 2022.
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1. The General Terms of Warranty (hereinafter referred to as "GTW") form an integral part of the sales contract between Elmarco Lighting Sp. z o.o. and the Buyer regarding the warranty for Products manufactured by the company.

2. The terms used in the GTW shall have the following meanings

- a) **The Guarantor** – Elmarco Lighting Sp. z o.o., with its registered office in Gdynia, Krzemowa 7 str., 81-577 Gdynia, Poland, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Gdańsk-Północ in Gdańsk, Poland, 8th Commercial Division of the National Court Register, under number 0001245116, whose registration files are held at that court, EU VAT PL5842261376, REGON: 191474400;
- b) **Buyer** – a contracting party (a private person or a company) purchasing Products from the Guarantor
- c) **GTW** – these General Terms of the Guarantor's Product Warranty;
- d) **Product** – goods constituting the subject of the Guarantor's business activity, covered by the warranty in accordance with the provisions of the GTW
- e) **Force majeure** – external events which cannot be foreseen or prevented, and the effects of which are such that they cannot be remedied by available means. Such extraordinary events include, for example, floods, earthquakes, hurricanes, fires, acts of war, civil unrest, acts of terrorism and mass epidemics.

3. The Guarantor provides a guarantee for the Products manufactured by them and used in the correct manner. The Guarantor's liability covers only physical defects (construction, manufacturing or material defects) arising from causes inherent in the products sold. The warranty is valid within the territory of the Republic of Poland and the territory of Europe for a period of 36 months from the date of delivery of the Product to the Buyer.

4. At the Buyer's request, the Guarantor may extend the warranty period beyond 36 months; however, for the extension to be valid, it must be confirmed in writing by the Guarantor. The parties must agree on the warranty period before placing the order. Extending the warranty period entails additional costs to be borne by the Buyer. The amount of these costs is determined on a case-by-case basis.

The warranty period may not exceed 60 months.

5. With regard to the service of repairing third-party products, i.e. those not manufactured by the Guarantor, the Guarantor provides a warranty covering repairs for a period of 2 years.

6. The Guarantor is obliged to supply products free from defects.

7. Warranty for products containing wooden elements and urban furniture:
Additional provisions:

7a) Wooden components are covered by the warranty for a period of 36 months only, provided that the Buyer carries out an inspection and maintenance 24 months after the date of delivery.

7b) The wood used in the products offered by the Guarantor is a natural material which may exhibit:

- a) variations in colour and texture;

- b) natural cracks, knots and warping;
- c) changes resulting from environmental conditions (humidity, temperature, UV radiation).
- d) changes resulting from the natural ageing of the product and the passage of time.

7c) The above characteristics do not constitute defects within the meaning of the warranty.

7d) The warranty for wooden components does not cover damage resulting from:

- a) lack of or improper maintenance – wooden components may only be maintained using wood preservatives intended for wood, in accordance with the instructions available at www.elmarco.pl
- b) improper storage at the Buyer's premises (in locations or rooms where prolonged moisture condensation occurs on the surface of the Products)
- c) improper use;
- d) mechanical damage of the surface.

8. The Buyer is obliged to check the Products for quantity and quality upon receipt.

9. Upon discovering any discrepancy in the quantity or quality of the delivery compared to the order, the Buyer is obliged to notify the Guarantor in writing within 3 working days of the date of receipt/delivery of the Products. After this period, it shall be deemed that the Products have been delivered in accordance with the order and without any mechanical damage or discrepancies in quantity.

10. Upon receipt of a written notification, the Guarantor shall, within 3 working days, determine the procedure for handling the complaint.

11. The Guarantor is obliged to remedy any defects revealed during the warranty period, at its discretion, by repairing the product, replacing it with a new one, reducing the price (in agreement with the Buyer) or refunding the amount paid (if repair or replacement is not possible).

12. Complaints may only be considered if the Buyer holds documents confirming purchase from the Guarantor (receipt or VAT invoice). Claims for damage during transport arranged by the Guarantor may only be considered if the Guarantor receives a claim report drawn up in the presence of the courier from the shipping company. The Guarantor shall not be liable for damage during transport arranged by the Buyer.

13. The Product subject to a complaint should include a detailed description of the defects. The Guarantor shall not be liable for any delay in processing the complaint caused by an incomplete or misleading description.

14. Defects found in parts of the Product do not entitle the Buyer to make a complaint regarding the entire delivery and do not result in the suspension or delay of payment.

15. Correspondence between the Parties, in particular the submission of a complaint by the Buyer, shall be conducted in writing by email to office@elmarco.pl or by post – registered letter to the address: Elmarco Technika Świetlna Sp. z o.o. Sp. K., Krzemowa 7 str., 81-577 Gdynia, Poland, or in person at the same address.

16. In the event of a complaint, the Guarantor undertakes to carry out a technical assessment of the defective product within 14 days of the date of delivery to the Guarantor of the defective Product reported under the guarantee, or within 21 working days if an on-site inspection is required.

17. Following the technical assessment, the Buyer will be informed in writing of the outcome of the complaint.

18. If, during the complaint handling process, it is necessary to obtain additional information regarding the fault or the manner of use of the goods, the Buyer is obliged to provide all necessary data and information.

19. The defect will be rectified within a timeframe agreed in writing.

20. The Product subject to the complaint should be clean, properly secured for transport and delivered to the Guarantor's address at the Buyer's expense. If the complaint is upheld, this cost will be refunded.

21. The Guarantor shall not be liable for any damage to the Products resulting from improper packaging or securing during transport. The costs of accidental loss or damage to the Product shall be borne by the Buyer making the complaint.

22. After agreeing in writing on the method and date of delivery, the Buyer shall deliver the product subject to the complaint to the Guarantor at the following address: Elmarco Technika Świetlna Sp. z o.o. Sp. K., 81-577 Gdynia, Krzemowa 7 str., Poland, unless, due to the nature of the item or the manner of its installation and the impossibility of separating and transporting it, it is necessary to repair the product subject to the complaint at the place where the defect occurred. In such a case, the person making a claim under the warranty should notify the Guarantor of their intention to exercise their warranty rights and allow the Guarantor access to the item. If the complaint proves to be unfounded, all costs associated with the complaint, including in particular transport, installation and dismantling costs, and the cost of travelling to the location of the product subject to the complaint, shall be borne by the Buyer.

23. When considering a complaint, its validity is assessed in accordance with the applicable technical standards.

24. The Guarantor shall not be liable for physical defects:

- a) arising from incorrect assembly, disassembly (carried out contrary to the instructions), storage at the Buyer's premises (in places or rooms where prolonged condensation of moisture occurs on the surface of the Products) and during transport (including loading/transshipment) not provided by the Guarantor,
- b) resulting from the natural wear and tear of Product components (consumables, light sources, exposure to water and moisture) and the passage of time,
- c) caused by improper use,
- d) resulting from use in an unsuitable environment,
- e) resulting from minor differences in colour and form from the standard specifications, which do not affect the item's utility value,

- f) arising from modifications or repairs carried out without the Guarantor's consent or interference by unauthorised persons,
- g) caused by external and/or internal factors not specified in the terms and conditions of the contract,

25. The warranty does not cover cases of mechanical or chemical damage arising:

- a) due to the use of the Products contrary to their intended purpose,
- b) due to force majeure, natural disasters, fortuitous events and abnormal weather conditions,
- c) as a result of aggressive chemicals and cleaning agents causing material loss, cracks or scratches,
- d) due to a lack of or inadequate maintenance,
- e) as a result of incorrect mains supply parameters and arising during or as a result of overvoltage exceeding the values specified in the EN 61000-4-5:2014-10 standard, electrical discharges, lightning strikes, fires, floods, etc.,
- f) arising during or as a result of third-party actions such as vandalism, destruction, dismantling, theft, etc.,

26. As standard, strength calculations for poles are carried out for wind zone II. The Guarantor shall not be liable for material failure or similar occurrences caused by wind gusts for poles installed in other wind zones, unless this was agreed at the time of ordering.

27. The Guarantor's liability under the warranty is limited solely to the amount paid by the Buyer for the product.

28. The Guarantor's liability under the GTW does not include an obligation to repair any damage (i.e. both losses incurred and lost profits, etc.) incurred by the Buyer or by third parties in connection with defects or as a result of defects in the Products, including those arising, i. a., from the dismantling/assembly of the Products, transport, delays in the acceptance of construction or assembly works, contractual penalties and other damages charged to the Buyer or third parties. By purchasing the Products from the Guarantor, the Buyer agrees to the above terms of the Guarantor's limited liability.

29. The warranty period for repairs is 6 months; however, it may not expire before the expiry of the original warranty period specified in point 3. The Buyer may exercise rights arising from the non-conformity of the goods sold with the contract independently of the rights arising from the warranty. The exercise of rights under the warranty does not affect the Seller's liability for the non-conformity of the goods sold with the contract.

30. In the event of product repair, the Guarantor reserves the right to use components with equivalent technical and functional parameters.

31. The contract for the sale of the Products and these GTW are governed exclusively by Polish law.

32. Any disputes or disagreements concerning these GTW shall be subject to the jurisdiction of the Polish common courts having local jurisdiction over the Guarantor (according to the location of its registered office).

33. These General Terms and Conditions of Warranty apply to consumer sales to the extent that such sales are not otherwise regulated by separate provisions, including the provisions of the Civil Code and the Act of 27 July 2002 on specific conditions of consumer sales and amending the Civil Code (Journal of Laws 2002, No. 141, item 1176, as amended).

33a) A guarantee is granted to the Consumer without a separate fee by means of a statement by the Guarantor, included in the guarantee document or advertisement, relating to the Consumer goods; it sets out the Guarantor's obligations and the buyer's rights in the event that the characteristics of the goods sold do not correspond to those specified in that statement.

33b) The Guarantor shall provide the Consumer with a guarantee document together with the goods, and shall also verify that the markings on the goods correspond to the details contained in the guarantee document, as well as the condition of the seals and other security features affixed to the goods.

33c) The Guarantor shall include in the document the basic information required to pursue claims under the guarantee, including in particular the name and address of the Guarantor, the duration and territorial scope of the guarantee cover, as well as a statement that the guarantee for the consumer goods sold does not exclude, limit or suspend the consumer purchaser's rights arising from the non-conformity of the goods with the contract.

34. Upon placing an order, the Buyer accepts these GTW.

35. This document, assembly instructions, maintenance instructions and product data sheets are available at www.elmarco.pl