

Gdynia, 24.07.2024 r.

TERMS AND CONDITIONS OF THE QUALITY GUARANTEE

granted by:

REMONTOWA CLIMAREM Sp. z o.o. with its registered office in Gdynia, Hutnicza 4 street, 81-061 Gdynia, registered in the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under the KRS (National Court Register) number: 0001026490, NIP (Tax ID) PL 958 173 31 10 , REGON (Business ID) 524839406 (hereinafter referred to as 'Guarantor').

1. If it is stipulated in the agreement with the Guarantor that the Guarantor provides a guarantee, it is assumed that the Guarantor provides the Purchaser with a guarantee for its products or work performed for a period of one year from the date of delivery of the product to the Purchaser or the performance of the work, unless the Parties have agreed on a shorter guarantee period in the agreement or in the order confirmation.
2. Liability under the guarantee shall only cover defects arising from causes inherent in the product or work which are duly documented.
3. This guarantee applies only to original products including their technical components.
4. The guarantee does not grant the Purchaser the right to claim reimbursement of lost profits or compensation for inability to use the product for the time during which the product was faulty.
5. The Guarantor guarantees a smooth and proper functioning of the product if it is used with due care required for the product and in accordance with the enclosed technical documentation or other documents specifying the parameters of the product.
6. Guarantee claims may be submitted to the Guarantor only by Purchasers who purchased the product directly from the Guarantor.
7. In case of defects and acceptance of the complaint by the Guarantor, the Purchaser shall deliver the defective product to the Guarantor's registered office located at Hutnicza 4 street, 81-061 Gdynia, unless the Guarantor decides that the Purchaser shall deliver the product to another place indicated by the Guarantor. If the Guarantor chooses to have the guarantee repair carried out at the Purchaser's premises, the Purchaser shall provide the Guarantor with the necessary conditions for the removal of the notified defect. The Guarantor shall be relieved of any liability for removing the defect of the product while waiting for the creation of the necessary conditions for effective and safe removal of the defect.
8. As a result of acknowledging the validity of a claim, the Guarantor undertakes to perform the obligations under the guarantee in the shortest possible time and appropriate to the type of repair.
9. Under the guarantee, the Guarantor shall repair the sold product or provide appropriate spare parts for it, or replace it with one free of revealed and documented defects, providing that the choice of the method of removing the defect belongs to the Guarantor.
10. The guarantee is only valid in the territory of the European Union.
11. The Guarantor may perform guarantee repairs on its own, or have it performed by a third party, at its discretion.
12. The guarantee does not cover:
 - a) defects arising from causes other than those inherent in the product,
 - b) mechanical damage to the product,
 - c) damage resulting from use and storage of the product contrary to the instructions,

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Sąd Rejonowy Gdańsk – Północ, VIII Wydział Gospodarczy, KRS: 0001026490 , NIP: 9581733110
REGON: 524839406, Kapitał zakładowy: 4 350 000,0 zł opłacony w całości, e-mail: office@rc.rh.pl

- d) damage to the product resulting from inappropriate use,
 - e) damage to the product resulting from its use contrary to the purpose for which it was intended,
 - f) damage to the product resulting from use that does not comply with the instruction manual,
 - g) damage if the purchaser or another third party has attempted to repair the product on their own,
 - h) damage caused by incorrect installation and commissioning of the product by the Purchaser or other third parties,
 - i) damage resulting from unauthorised modification of the product by the Guarantor,
 - j) damage resulting from further use of the product despite defects becoming apparent.
 - k) Any unauthorised interference of a third party with the product covered by the guarantee.
13. The guarantee is excluded if the purchaser has not carried out periodic inspections of the product at the service centre of the Guarantor, or at any other service centre indicated by the Guarantor.
 14. The guarantee granted by the Guarantor excludes the Purchaser's rights under the warranty.
 15. Before commissioning the product, the purchaser is obliged to carry out the standard operating procedures provided for the product.
 16. The purchaser loses its guarantee rights unless it has proceeded to check the external condition and completeness of the product immediately upon receipt. A defects disclosure report must be drawn up in writing upon receipt in order to be valid with the participation of the carrier, forwarder or a company providing such services.
 17. The purchaser on pain of losing its rights under the guarantee, is obliged to notify the Guarantor of the discovered defect, to the Guarantor's registered office address, within a maximum of 3 days from the date of the discovery of the defect. The notification referred to in the previous sentence must be made in writing in order to be valid.
 18. Defective parts of the product replaced with new ones are the property of the Guarantor and are subject to return.
 19. The Guarantor shall only be liable for accidental loss of or damage to the product or part thereof during the period from receipt of the defective product by the Guarantor until receipt of the product by the Buyer, or the ineffective expiry of the time limit set by the Guarantor for receipt of the product, whichever is sooner.
 20. The costs of sending or delivering the defect-free product shall be borne by the Guarantor. The Purchaser shall bear the costs of sending or delivering the defective product to the Guarantor.
 21. The condition for the fulfilment of the guarantee claims by the Guarantor is the presentation of the guarantee card, completely filled in by the Guarantor or the purchase invoice signed by the Purchaser, within the time limit indicated in item 17 above. If several partial invoices are issued during the execution of the order, the guarantee claims are fulfilled by the Guarantor on condition that the Purchaser presents the guarantee card, completely filled in by the Guarantor, or all purchase invoices forming the whole price of the sold product.
 22. The guarantee shall not be valid if the Purchaser has not paid the entire gross price of the sold product as stipulated in the agreement by the date of purchase of the product at the latest. Subsequent payment of the price by the Purchaser shall not trigger the Purchaser's rights under the Guarantee, even if, in accordance with the agreement, the payment was not to be made until after the Purchaser had purchased the product.
 23. The guarantee granted only covers products and services provided directly by the Guarantor. The guarantee does not cover any liability of the Guarantor under any title for direct or indirect damage caused during or as a result of a defect in the Guarantor's product, unless it concerns damage caused by the Guarantor through wilful misconduct or gross negligence.

24. The Guarantor is not responsible for any nonconformity of the product with standards other than those provided for in the agreement or order confirmation.
25. The Guarantor reserves the right to charge the Purchaser with handling costs related to the examination of the product, if it turns out that the claimed product is operational, or the claimed defect was not covered by the guarantee.
26. The Guarantor reserves the right to conduct a site inspection at the place of installation of the claimed product.
27. In the event that the Purchaser is in arrears with any payments not related to the advertised product, the Guarantor shall be entitled to refuse or suspend the guarantee procedure (including the removal of the defect) until the Purchaser has paid in full the amounts due, including any incidental dues. The Guarantor shall not be held liable for any consequences related to the refusal or delay in carrying out guarantee repairs.
28. In the case of repair of the product by the Guarantor, the duration of the guarantee shall be extended by the period of failure of the product. If the product is replaced with a new one, the product is covered by a new guarantee under the conditions specified herein.
29. In matters not regulated herein, the relevant provisions of the Civil Code shall apply.
30. Any changes to this document must be made in writing in order to be valid.
31. In the event of any discrepancy between the content of the agreement or order confirmation and these terms and conditions of guarantee, the guarantee terms and conditions specified in this document shall prevail.
32. Any dispute between the Parties shall be referred to the court having jurisdiction over the registered office of the Guarantor.

SIGNATURES

GUARANTOR

CUSTOMER

PREZES ZARZĄDU

Anna Kotlewska

CZŁONEK ZARZĄDU

Robert Ufnal

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