

## General Warranty Terms and Conditions

- 1. PL Sp. z o.o. (from now on, referred to as "Seller") guarantees the efficient operation of the products sold, provided that they are used for their intended use and the accompanying instructions.
- 2. The Seller shall provide a quality guarantee on the functioning of its products for 24 months from the date of sale except for light sources and batteries, for which the warranty is excluded due to the impossibility of checking the conditions in which they worked or were installed (number of switching on and off, ambient temperature, pre-charge, etc.).
- 3. If a defect in the Product is discovered during the warranty period, the Buyer must notify the Seller of the discovery of the defect within two working days. The complaint should be sent in writing to the Seller's address, by fax to the number (0- 22) 833 25 55, or by e-mail to hello@flexxica.com.
- 4. The Seller undertakes to deliver a working Product (component) for replacement as soon as possible.
- 5. The Seller shall inform the Buyer within two working days about acceptance of the complaint and availability of the Product or component.
- 6. The cost of delivery of the Product (component) for replacement under warranty shall be covered by the Seller provided that the delivery takes place within the territory of the Republic of Poland.
- 7. The cost of replacing the advertised Product (component), and in particular the price of its removal and installation, shall be covered by the Buyer.
- 8. Upon receipt of the Product (component) for replacement, the Buyer undertakes to return the defective Goods in the original factory packaging or another packaging, ensuring safe transportation within five working days from the receipt of the Product efficient through a carrier indicated by the Seller. The Seller shall cover the cost of returning the Goods unless the Buyer uses a page other than the one stated in the preceding sentence. If the claim is accepted (by these Warranty Terms), the Seller will issue an invoice to the Buyer to zero the delivered products (components) for replacement.
- 9. The warranty is not subject to:
  - a) Any mechanical damage to the product and failures caused by fortuitous phenomena such as fire, power surges, electrical discharges, flooding, chemical agents, and force major.
  - b) Damage on the housing parts and accessories arising during the regular use of the products, such as damage, hard-to-remove dirt, rubbing off inscriptions, etc.
  - c) Damages and defects resulting from:
    - improper installation or installation carried out by an unauthorized installer
    - unauthorized modification of the product or unauthorized structural change of the product
    - use of additional accessories from manufacturers other than the manufacturer of the Products
    - improper and inconsistent with the instructions for the use of the Product
    - improper maintenance or maintenance carried out by unauthorized persons
    - independent repairs of the Product
- 10. This warranty is valid only in case of full payment for the advertised product.

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- 11. The Seller's liability under warranty is excluded.
- 12. Complaints related to the delivery of goods should be submitted in the procedure provided in the Delivery Documents and Order Acknowledgements.
- 13. Assignment of warranty rights shall require the Seller's written consent before the assignment agreement's conclusion.
- 14. In matters not regulated, the relevant provisions of the Civil Code shall apply.

If the Customer is a consumer, all complaints will be considered considering the provisions governing consumer rights, particularly the Act of 27 July 2002 on special conditions of consumer sales and amendments to the Civil Code.

Warsaw, January 23, 2019