



# GENERAL TERMS OF WARRANTY

Shadow System Sp. z o.o.

## GENERAL TERMS AND CONDITIONS OF WARRANTY SHADOW-SYSTEM SP. Z O.O.

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- 1** SHADOW-SYSTEM Sp. z o.o. with its seat in Kawle Dolne 4F, 83-304, Przodkowo, hereafter referred to as Guarantor, warrants good quality and smooth operation of a new product, according to standards provided for a given type of products, subject to their intended use, under normal conditions.
- 2** SHADOW-SYSTEM Sp. z o.o. provides the warranty for:
  - 36 months after the date of purchase of shutter systems and roller blind systems,
  - 12 months after the date of purchase of fabrics, wooden and aluminium slats.
- 3** The warranty covers only defects in product resulting from the Manufacturer's fault. For such it shall be deemed the use of defective materials, production faults and construction errors.
- 4** During a physical reception of product in the Guarantor's headquarter or on the product delivery day by a spedition company, the Buyer is obliged to check the quality, dimensions and the completeness of delivered product according to the order, otherwise the right to make a complaint regarding quality and delivery completeness will be forfeit.
- 5** Upon discovery of a defect in a product, the Buyer is obliged to notify it to the Guarantor within 14 days. Failure to comply with anyone of the above-mentioned conditions will result in losing the warranty rights.
- 6** All claims under the warranty are considered in the Guarantor's headquarter only (SHADOW-SYSTEM Sp. z o.o., Kawle Dolne 4F, 83-304 Przodkowo). The Parties shall individually agree on the way for returning them to the above headquarter.
- 7** The basis for making a claim under the warranty is a properly filled in warranty card, original bill of purchase (receipt or invoice) and a completely filled in complaint document.
- 8** The compleated complaint form, scanned bill of purchase as well as comprehensive photographic documentation shall be sent to the e-mail address: [info@shadow-system.pl](mailto:info@shadow-system.pl)
- 9** Guarantor is obliged to investigate the legitimacy of claim under the warranty within 14 days after receiving a written complaint, and in case if visual inspection of goods with defect is necessary, within 14 days after the after the date of returning goods to the Guarantor's headquarter..



- 10** Guarantor shall not be liable in case of:
- Mechanical damage or damage due to misuse or negligent handling, storing or using under improper conditions,
  - Natural wear and tear of original elements, parts and accessories caused by their normal use,
  - Modification of original product and interference into its structure by third parties, as well as use of other spare parts or accessories than those recommended by the Guarantor
  - Any repairs made by unauthorised personnel
  - Mounting inconsistent with good construction practices and with manufacturer's instructions,
  - Smells emitted by the product, coming from components used for the production (e.g. natural smell of bamboo slats),
  - Natural small plane deformation of aluminium slats, wooden slats and fabrics surfaces,
  - Differences in shades and texture of wooden slats due to natural characteristics of timber,
  - Discolouration and other changes on the surface of elements caused by weather conditions,
  - Differences in colours between a ready-made product and an outdated sampler or catalogue,
  - Maintenance, cleaning the products, battery replacement in electrical components,
  - Damage due to random incidents (fire, flood, lightning, low or too high temperatures and any other natural disasters)
- 11** Products exceeding minimum and maximum recommended dimensions specified in the technical information shall not be subject to the General Terms and Conditions of Warranty and are made to the sole responsibility of the Buyer. In such case the Guarantor shall make every effort to provide a fully functional product.
- 12** If the complaint is accepted, the Guarantor agrees to repair or replace the defective product as soon as possible..
- 13** Should a repair or replacement be impossible or should it require excessive costs, the Guarantor undertakes to take defective product back and return the purchase cost.
- 14** If the complaint is accepted and it is impossible to remove the manufacturing defects of the aluminium slats, wooden slats or fabrics because of e.g. withdrawal from the offer within the warranty period, the Guarantor may suggest a replacement for a colour-similar component..
- 15** In case the complaint is rejected, the product is returned at the Buyer's expense.
- 16** The warranty for the consumer goods within the meaning of the Act of 27.07.2002 on specific conditions of consumer sales and on the amendment to the Civil Code (Dz.U. 2002/141/1176), shall not exclude, limit or suspend the Customer rights when the provided product is inconsistent with the purchase agreement.

