

General Terms and Conditions of METIKAM-STONE Sp. z o.o. Guarantee.

Congratulations on the purchase of METIKAM-STONE brand stone equipment.

1. METIKAM-STONE Sp. z o.o. with its seat in Żarów, 9 Chemików Street, 58-130 Żarów KRS: 0001081114 (hereinafter referred to as the Guarantor) provides the Buyer with a warranty for the sold equipment. The warranty covers hidden defects in material or design of parts or of the entire device, which make it impossible to use it as intended.

(2) The basis for the realization of warranty claims is the warranty card, which the buyer receives together with the sales document. In case of loss of the Warranty Card, no duplicate is issued.

(3) The warranty period for the device starts from the date of purchase and is 24 months.

(4) During the warranty period, the Guarantor undertakes to remove the physical defect of the item by repairing it or providing a defect-free item. The Guarantor shall decide on the method of performance of the warranty service. The buyer is not entitled to any other claims in connection with the warranty.

(5) Repair or delivery of the item free from defects will be performed within 14 days from the date of delivery of the item to the Guarantor. If the item is shipped, the date of delivery is the date on which the item is handed over to the Guarantor by the carrier

(6) The Guarantor will repair or replace the item with a defect-free item provided:

- delivery of the product in a package protecting the device during transport.
- submitting to the Guarantor the warranty card, signed by the Guarantor (employee of the Guarantor).
- presentation of proof of purchase of the device

(7) The maximum value of the warranty claim is equal to the purchase price of the device or its parts qualified by the Guarantor for repair or replacement. The Guarantor shall not bear any costs caused by faulty operation or downtime of the device, accessories or spare parts.

(8) The Buyer forfeits the right to warranty if:

a) the device is stored or used contrary to the instructions, generally accepted safety requirements or technical rules;

b) arbitrary removal of factory seals, repairs or modifications have been made on their own.

c) damage occurred due to reasons beyond the manufacturer's control, such as:

improper electrical voltage, installation defects, overloading of the device, flooding by liquid, (e.g. by precipitation or condensation at variable temperatures), operation of the device at too high or too low a temperature, lightning, chemical agents.

d) the device has mechanical damage

e) the device, accessory or spare parts have been installed by an unauthorized Installer, are stored, used or maintained contrary to the instructions, generally accepted safety requirements or technical rules, or by unauthorized persons

(f) defects in the equipment have arisen in particular due to the use of non-original accessories or non-original spare parts.

9 The buyer shall:

a. to check upon delivery whether the device is free of mechanical damage, and in the event of finding any such damage to draw up an appropriate protocol allowing a claim for delivery,

b. immediately notify the Guarantor in writing of the damage, but no later than 5 days from the date of delivery or, in the case of an operating device, 5 days from the date of failure,

c. immediately take out of service the product in which the defect was found

d. to allow the Guarantor to fulfill its obligations under the warranty granted

- under penalty of forfeiture of the warranty.

(10) The warranty does not cover the replacement of components and materials that wear out in the course of the intended use of the device.

(11) In the case of unjustified claims, the Buyer shall bear all costs incurred by the Guarantor and related to the warranty work performed.

(12) The Buyer shall not acquire any rights or claims under this warranty other than those expressly granted to him. In particular, the Buyer may not claim reimbursement of costs he has incurred due to the defectiveness of the device or lost benefits.

(13) The Warranty shall be vested exclusively in the Buyer, who shall not be entitled to assign the rights under the Warranty to a third party. In the event of an agreement on assignment of rights and obligations under the Guarantee, the Guarantee shall lapse.

(14) The decision of the Guarantor regarding the legitimacy of warranty repair is final.

(15) Warranty claims shall be reported to the Guarantor immediately, no later than 5 days from the date of finding the defect, by e-mail to: biuro@metikamstone.pl

At the same time, the Device together with the proof of purchase of the warranty card should be delivered to the address:

METIKAM-STONE Sp. z o.o.
Ul.Chemików 9
58-130 Zarow
NIP: 8842752911
www.e-metikamstone.pl
Email: biuro@metikamstone.pl

(16) The Guarantor may refuse to perform repair or replacement in the event of inconsistency of data in the sales documents and the warranty card with the data on the equipment, corrections or deletions on the warranty card by unauthorized persons.

(17) The legitimacy of the reported claim and the scope of possible repair shall be evaluated by the service department of the Guarantor. The Guarantor shall indicate the possible date of replacement or repair of the device.

(18) The court of competent jurisdiction for any disputes arising from the warranty shall be exclusively the court having jurisdiction over the Guarantor's registered office.