

Complaint Procedure
NOMET Sp. z o.o.

§ 1 General Provisions

1. Each time this document mentions:

- a) Seller – it means “NOMET” Sp. z o.o. company with headquarters in Toruń;
- b) Buyer – it means a natural person, legal person or an organisational unit without legal personality, that purchased products from the Seller in reference to the operated business;
- c) Products – it means products and goods being in the Seller’s offer;
- d) Product Defect – means Apparent Defects, Hidden Defects and Legal Defects of the Product within the understanding of this Procedure;
- e) Apparent Defect – means a physical defect of the Product according to the Polish Civil Code, possible to discover at the moment the Product is handed over to the Buyer;
- f) Hidden Defect – means a physical defect of the Product according to the Polish Civil Code, that came into existence before the Product was handed over to the Buyer but was discovered at a later time;
- g) Legal Defect – means a legal defect of the Product according to the Polish Civil Code;
- h) Quantitative Lacks – means that the Product was given in a smaller quantity than the quantity specified in the invoice issued by the Seller. [pl – kupującego]

§ 2 Complaint Acceptance Conditions

1. The complaint shall be accepted after the presentation of the purchase document (VAT invoice) and a correctly and legibly filled complaint form (attachment No. 1), signed by the Buyer or a person authorised by it.
2. The Product being the subject of the complaint should be delivered carefully packed, in original packing if possible, properly secured with a copy of the complaint form.
3. The complaint may refer to the defects of the product or quantitative lacks.
4. Quantitative complaints are accepted within 48h from the handing over of the Product to the Buyer.
5. NOMET Sp. z o.o. undertakes to consider the complaint within 14 working days from the date of delivery of the given Product to the Company headquarters or any other facility of the Company with a filled in complaint form. The Seller reserves the right to prolong the time for complaint consideration in case there is the necessity to order appropriate parts.
6. The Buyer should precisely describe the defects of the Product so that the consideration of the complaint by the Buyer is done without the delay caused by the need to establish the cause of the complaint.

§ 3 Refusal to Accept/Consider the Complaint

1. The Seller is entitled to refuse to accept the complaint in the following cases:
 - improper or lack of packing;
 - filling in a different complaint form than the form of NOMET Sp. z o.o.;
 - NOMET Sp. z o.o. complaint form is filled in partially or illegibly.
2. The Seller is entitled to refuse to consider the complaint in the following cases:
 - the information in the documents is contradictory to the information concerning the Product subject to complaint;
 - the Buyer made repairs or construction changes in the Product by itself.
3. The Buyer returns the Product subject to complaint at its own cost.

4. If the Product delivered by the Buyer in the scope of a complaint turns out to be technically fit then it shall be sent back at the cost of the Buyer. If the defect reported by the Buyer-user is confirmed a repaired or replaced Product shall be sent back at the cost of NOMET.

5. Refusal by the Buyer to have a warranty repair performed is equivalent to the loss of warranty.

§ 4 The Scope of Warranty

1. The Seller grants the Buyer a 1-year warranty for the Products, starting from the date of purchase of the given Product.

2. The warranty includes only defects in the Product.

3. Especially the following defects and faults are not included in the warranty:

- resulting from mechanical damages, influence of external factors including chemical and thermal, caused by pouring any liquid onto the Product, caused by the influence of external atmospheric conditions;
- caused by assembly, handling, usage, transport, storing or keeping, cleaning or maintenance of the Product that is at variance with the manual or documentation;
- caused by contamination of the Product or resulting from cleaning the Product with inappropriate chemicals;
- resulting from usage of the equipment in unfavourable conditions, e.g. in connection to a renovation of rooms, high level of dust in rooms etc.

§ 5 Entitlements of the Buyer

In the scope of the warranty the Buyer is entitled to:

- remedying of the defects of the Product in the scope of a repair;
- replacement of the faulty Product with a one free of defects, if repair is impossible or if in the opinion of the guarantor making repairs is more costly than replacement with a Product that is free of defects;
- if remedying the defects of the Product purchased by the Buyer is impossible and the replacement of the Product with a Product that is free from defects and the defect of the Product is insignificant, the Buyer has the right to demand a decrease of the price equal to the proportion of the value of the defect to the value of the Product purchased by the Buyer;
- if remedying the defects of the Product purchased by the Buyer is impossible and the replacement of the Product with a Product that is free from defects and the defect of the Product is significant, the Buyer is entitled to terminate the Product sale contract and return of the paid price.

§ 6 Final Provisions

1. The rights and obligations of the parties are regulated by the provisions of this Complaint Procedure. The Buyer should read it before making the purchase. This Complaint Procedure is an integral part of any Product sale contract.

2. The complaints should be sent to the following address: NOMET Spółka z o.o., ul. Kanałowa 40/42, 87-100 Toruń.