

General Warranty Terms and Conditions

1. General provisions

1.1 These General Warranty Terms and Conditions (hereinafter: “GTCs”) set out the rules for granting warranties and filing complaints concerning goods manufactured and sold by PL Sp. z o.o., ul. Szyszkowa 43, 02-285 Warsaw (hereinafter: “Seller”), provided that they are used in accordance with their intended use and instructions.

1.2 The GTCs are an integral part of the sales contract concluded by the Seller, unless the parties agree otherwise in writing.

2. Warranty

2.1. The Seller provides a quality warranty for the operation of its Products for a period of **60 months (sixty months)** from the date of sale for Products of the flexxica brand, excluding the items specified in point 5.

3. Claim notification

3.1. In the event of a defect in the Product during the warranty period, the Buyer is obliged to inform the Seller of the defect within 2 business days. The complaint should be submitted in writing to the Seller's address or by email to hello@flexxica.com.

3.2. The complaint should include the following information:

- Buyer's details,
- Order or invoice number,
- Description of the defect,
- Photos or other documents illustrating the defect (if possible).

3.3. The Seller will notify the Buyer of the method and timing of complaint resolution within 14 business days from receipt of the complaint. In exceptional cases, the period for considering the complaint may be extended, about which the Buyer will be promptly informed.

4. Warranty processing

4.1 If the complaint is accepted, the Seller undertakes to repair the Product, replace the Product with a new one or provide replacement components as soon as possible.

4.2 If the implementation of the warranty requires it, the Buyer is obliged to return the defective Product in the original factory packaging or other packaging ensuring safe transportation within 5 working days from the notification of this necessity by the Seller. The cost of returning the Product shall be covered by the Seller, unless the Buyer uses a carrier other than the one indicated in the preceding sentence.

4.3 The cost of delivering the Product or component for replacement under warranty shall be paid by the Seller.

4.4 The cost and responsibility for assembly and disassembly of the claimed Product or component shall be borne by the Buyer.

5. Warranty exclusions

5.1 The warranty does not cover:

(a) Replaceable light sources and batteries for which the warranty is excluded due to the impossibility of verifying the conditions under which they worked or were installed (number of switching on and off, ambient temperature, initial charge, etc.).

b) Any mechanical damage to the product and failures caused by fortuitous phenomena such as fire, power surges, electrical discharges, flooding, chemical agents and force majeure.

c) Damage on housing parts and accessories caused in the course of normal use of products, such as damage, hard-to-remove dirt, rubbing off inscriptions, etc.

d) Products of other manufacturers that we sell;

e) Damages and defects resulting from:

- improper installation or installation carried out by an unauthorized installer,
- arbitrary alteration of the Product or arbitrary structural change of the Product,
- use of additional accessories from other manufacturers than the manufacturer of the Products,
- improper and inconsistent with the instructions for use of the Product,
- improper maintenance or maintenance carried out by unauthorized persons,
- making independent repairs to the Product.

6. Warranty Conditions

6.1 This warranty is valid only in case of full payment for the claimed product.

6.2 The Seller's liability under warranty is excluded.

6.3 Claims related to the delivery of goods shall be submitted in accordance with the procedure provided for in the Delivery Documents and Order Acknowledgements.

6.4 Assignment of warranty rights shall require the written consent of the Seller prior to the conclusion of the assignment agreement.

7. Final provisions

7.1 In matters not regulated, Polish Civil Code shall apply.

Warsaw, 22.07.2024