

# OLTENS

## Oltens guarantee

### TERMS AND CONDITIONS OF OLTENS GUARANTEE

Thank you for purchasing an Oltens product and we congratulate you on your choice. Oltens products meet global standards of quality and reliability, and at the same time they are user and environmentally friendly.

### SCOPE OF APPLICATION:

This guarantee does not in any way affect the effectiveness of generally applicable laws, in particular the provisions on product liability and warranty. The beneficiary of this guarantee may exercise the rights under warranty for physical defects of products independently of the rights arising from this guarantee. This guarantee applies only to products purchased and used in Poland.

This guarantee is provided to end users of products, hereinafter referred to as Consumers, i.e. persons who purchased the product for their own needs and not for resale or for their professional or business activities.

### MANUFACTURER'S DECLARATION

The Guarantor shall be liable for product defects resulting from manufacturing errors or insufficient quality of materials used in production, discovered during product acceptance, prior to installation and during use.

The manufacturer guarantees the suitability of products for the intended use, if they are installed in accordance with the requirements set out in the installation and usage instructions attached to a given product.

The Guarantor shall not be liable for product defects resulting from incorrect installation, usage or maintenance in breach of the Installation and Usage Instructions.

### GUARANTEE PERIOD

Oltens offers guarantee for the following periods, which run from the date of purchase of the product by the user\*:

**Ceramic products** – 5 years

**Concealed frames: frame, cistern, flush plates** – 10 years, filling and flush valves and connections – 3 years

**SmartFrisk washing toilet** – 10 years; for other components – 2 years, or 3 years if installed and configured by an OLTENS Authorized Service Center

**Acrylic products** – 7 years

**Conglomerate products** – 5 years

**Shower enclosures and bath screen** – 2 years

**Non-ceramic toilet elements (toilet seats)** – 2 years

**Bathroom and kitchen taps** – 5 years

**Bathroom accessories, brass traps, basin wastes** – 2 years

**Plastic traps and shower drains** – 5 years

**Shower fittings** – 3 years

**Granite sinks** – 30 years

**Steel sinks** – 8 years

**Bathroom radiators** – 12 years (applies to paint coating and tightness)

**Heating accessories:** electric heaters, thermostatic sets – 3 years

**Mirrors** – 2 years

**Solid Surface products** – 5 years

**Bathroom furniture** – 2 years

**Hamnes bathroom furniture** – 5 years

\* Depending on the product selected, the guarantee period indicated in the file named Detailed Terms and Conditions of Guarantee applies.

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**Detailed guarantee terms and conditions for individual products are specified in the appendices to these Terms and Conditions.**

## COMPLAINTS PROCEDURE

Defects in any Oltens product must be reported immediately after their discovery. Complaints under this warranty may be made in writing or electronically throughout the guarantee period applicable to a given product. Complaints should be submitted using the complaint form available at: [www.oltens.com](http://www.oltens.com), by e-mail to: [reklamacje@oltens.com](mailto:reklamacje@oltens.com), or at the point of purchase of the Oltens product.

**The complaint** form is provided at the end of this Guarantee certificate. The Guarantor shall respond to a complaint within 14 days after its receipt. The Buyer shall document that the guarantee has not expired (e.g. by presenting the proof of purchase).

**The complaint review time** may be extended by the time needed to obtain additional expert opinions or perform additional tests. If the Guarantor's service technicians are to make repairs under the guarantee at the place of installation of the product, free access must be provided to enable rectification of the defect as well as de-installation and re-installation of the product.

If the product has been installed, the Buyer should also fill in a statement that the product has been installed and used in accordance with the installation and usage instructions. The Guarantor shall decide on the manner of settlement of the complaint. If the complaint is granted, the Guarantor shall repair or replace the product with a new one that is free of any defects, free of charge, within a time limit agreed with the Buyer.

**In the event of a replacement**, the product shall be replaced, free of charge, with a new product of the same kind, quality and type. If the product in question is no longer manufactured at the time when the defect is reported, Oltens Sp. z o.o. reserves the right to supply a similar product.

The Guarantor shall not reimburse any costs that have not been agreed with the Guarantor, in particular the costs of de-installation, labour, delivery, and re-installation. If Oltens Sp. z o.o. chooses to reimburse the purchase price of the product and confirms this in writing, the Consumer shall return the product and the Guarantor shall reimburse the purchase price paid.

**This guarantee shall be valid**, if the product is installed and used in accordance with the installation and usage instructions. The installation and usage instructions are available at [www.oltens.com](http://www.oltens.com). In case the complaint is unjustified, the Guarantor shall have the right to seek reimbursement of costs of travel of service technicians to the place of complaint examination.

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Any disputes related to complaints concerning Oltens products shall be governed by the provisions of Polish law: the Civil Code with respect to legal persons and the Act on Special Conditions of Consumer Sales with respect to natural persons.

### **EXCLUSIONS:**

The manufacturer's guarantee shall not cover:

- natural wear and tear of product parts, e.g. seals,
- immaterial defects which do not affect the usability of the product,
- defects caused by improper use of the product or product maintenance (use of improper care products, such as strong detergents)
- mechanical defects and damage
- defects and damage caused during transport
- defects caused by improper protection of the product during repair and construction works, e.g. paint and plaster splatter etc.)
- defects caused by poor quality of water – calcium deposits that affect the operation of the aerator, shower diverters etc.
- situations where the following or similar interference has been found: alteration, repair by persons not authorised by the Guarantor, use of non-original parts

### **PRODUCT LIABILITY**

The Guarantor of Oltens products holds third-party liability insurance covering the quality of Oltens products.

If any damage has occurred to persons or property caused by any Oltens product, you should notify the Guarantor of the fact immediately in writing or by e-mail.

**Oltens Sp. z o.o.**

**Ul. Karola Marcinkowskiego 16**

**63-200 Jarocin**

The Guarantor will immediately take steps to have the cause, damage and liability of the Guarantor determined and assessed by persons authorised by the Guarantor or by an expert. The injured person is obliged to take all actions necessary to limit the extent of the damage. The defective product that has caused the damage must be provided to the Guarantor to carry out an expert analysis.

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## COMPLAINT AGAINST OLTENS PRODUCTS

Place and date of complaint.....

Complainant.....

Address of residence of the Complainant.....

Address where the product is installed.....

Contact phone number.....

E-mail address.....

Date and place of purchase.....

Basis of entitlement of the Complainant (invoice number, receipt number, proof of purchase)

.....

Product installed/before installation\*

Description of the defect .....

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I represent that the above Oltens product was installed and used in accordance with the manufacturer's instructions and had no visible defects prior to installation.

Date and place of acceptance.....

Signature of the Complainant:

Stamp and signature

of the Seller's Representative:

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\*) delete as appropriate