

AIKON DISTRIBUTION GUARANTEE FOR INDIVIDUAL CUSTOMERS FOR EXTERNAL VENETIAN BLINDS

WARRANTY CONDITIONS

- 1. Aikon Distribution Bieg Żmuda sp. k. shall be liable, by operation of law and within the limits of these regulations, for defects of the goods sold consisting in the non-conformity of the goods sold with the contract of sale, for latent defects of the goods sold and any other defects provided for under civil law and consumer legislation, or other national regulations implementing European Union Directives governing such liability, in particular European Parliament and Council Directive No 1999/44/EC of 25. 5.5.1999 on certain aspects of the sale of consumer goods and associated guarantees and Directive No. 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, under the conditions and within the time limits provided for in the applicable national regulations.
- 2. For Aikon products the warranty rules shall apply in accordance with the provisions of the Civil Code (art. 556 Civil Code et seq.).
- 3. The provisions contained in para. 4 (Warranty Terms and Conditions) shall apply mutatis mutandis to the handling of warranty claims.

WARRANTY TERMS

- 1. Aikon Distribution Bieg Žmuda sp. k. Łagiewnicka 25, 41–902 Bytom, Poland hereinafter referred to as Aikon provides a commercial warranty hereinafter referred to as the "Warranty" for external venetian blinds, under the terms and conditions and within the time periods stated herein. The warranty period shall run from the date of sale as shown on the sales invoice.
- 2. Aikon provides a warranty that covers manufacturing defects in the products (defects) that are the fault of Aikon.
- 3. Defects include the use of faulty materials, manufacturing errors, non-conformity of the product to the Customer's order, design errors, and defects that occurred before the product was made available to the Customer.



- 4. For a valid warranty claim, the Purchaser must send Aikon a complete photographic documentation of the defect, allowing the determination of the defect together with a detailed description of the defect, the order number, the date of delivery of the product and a description of the situation in which the defect was noticed. The notification must be sent immediately after the defect is discovered to the e-mail address of the sales supervisor.
- 5. The warranty period is 36 months from the date of sale as shown on Aikon's sales invoice.
- 6. The warranty period is extended by the period of time during which the product has been claimed, counting from the date of the claim to the date of delivery of the repaired or defect-free replacement product.
- 7. Aikon will review the claim and the material sent for verification. In the event of a positive review of the warranty (claim), it will act at its discretion to provide to the place of issue of the Purchaser all necessary parts and components to rectify the defect or to replace the item with a new one.
- 8. The supply to the Purchaser of the necessary parts and components to rectify the defect shall be at the expense of Aikon. In case of replacement of the item with a new one, the Purchaser shall, upon request by Aikon, return the defective item within 7 days to Aikon's warehouse address. Aikon will deliver the new, defect-free item to the Purchaser at its expense. The installation of new supplied parts and components and the new product in place of the defective one shall be at the expense of the Purchaser.
- 9. The warranty does not cover:
- a. mechanical defects and defects caused by such defects arising after delivery/acceptance of the product;
- b. damage resulting from assembly, alteration or repair of the product by persons other than those authorised by Aikon;
- c. damage resulting from the use of spare parts or accessories other than those manufactured or used by Aikon;
- d. damage resulting from improper use of the product;
- e. damage resulting from fortuitous events (fire, flood, lightning, extremely low temperatures and other natural disasters);
- f. maintenance and cleaning of the products, as well as replacement of fuses, batteries;
- g. discolouration resulting from the effects of atmospheric agents, e.g. sunlight, incurred during use;



- h. deformation of the surfaces of aluminium strips, wooden lamellas and fabric surfaces within the permitted ranges according to EN 1312O;
- i. overpriced products sold as defective;
- j. damage resulting from non-compliance with the instructions for assembly, measurement and use of the products.
- 10. If, in spite of a defect, the customer installs the defective product, he loses the right to complain about the defective product and to claim repair in the scope of the open defect claim for repair to the extent of the apparent defect revealed during acceptance of the delivery.
- 11. Aikon's liability under the warranty for defects is excluded.
- 12. In connection with the performance of the contract, Aikon shall only be liable for damage caused to the Purchaser intentionally or through gross negligence. Damages shall not include lost profits. Aikon's total liability for damages resulting from the non-performance or improper performance of the contract shall be limited to the actual damage suffered by the Purchaser, but not exceeding the net value of the advertised product or of the product whose non-delivery within the time limit resulting from the order confirmation caused the damage to the Purchaser, and, if the complaint or non-delivery within the time limit concerns only a part of the given order, to a value not exceeding the net value of that part.
- 13. In matters not covered by the warranty terms and conditions, the provisions of Polish law shall apply.





Aikon Distribution Bieg Żmuda sp. k. Łagiewnicka 25 41–902 Bytom Poland

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