MALOW Spółka z o.o.
ul. Wojska Polskiego 114 A
16-400 Suwałki
www.malow.pl

TERMS OF WARRANTY

FOR THE GOODS PRODUCED BY MALOW

1 Malow Sp. Z o.o. hereinafter referred to as the Guarantor, grants the distributor, hereinafter referred to as the Customer, a warranty for the products sold for a period of **120 months (10 years).**

2 Time is counted from the moment of issuing the sales invoice for the product.

3 In the above-mentioned period, in the event of defects in the product as a result of the complaint procedure with a positive result, the Guarantor undertakes, at its own discretion, to:
- repair of the product free of charge at the customer place or in the production plant after receipt,
- replacement of the product with a product free from defects,
- product price reduction,
- withdraw from the contract and collection of the purchased product (return).

4 Claims under the warranty are submitted by the Customer to the Guarantor.

5 In the first period (24 months), the Guarantor is responsible for all manufacturing defects of the product.

6 In the remaining period (96 months), the Guarantor is responsible for the functional properties of the product, such as the varnish coat and durability of connections of the product elements (welding).
Components that wear out under normal operation are excluded from liability. This mainly applies to: electrical components, locks, shutters, countertops, tabletops, door panels (HPL, MDF, chipboard and others), guides, wheels, etc.
The following products are also excluded from the above liability period: chairs MKD, examination couches, stools, curtains, desks and benches BS.

7 The condition for accepting the Customer's complaint is to use the product during the entire liability period in accordance with the requirements set out in the product manual. The warranty does not cover self-repaired products, except for repairs made with the consent of the Guarantor, granted in a documentary form. The warranty also does not cover products with a defect that the customer knew about at the time of purchasing the product.

8 The warranty does not cover mechanical damage to products resulting from handling them after delivery of the Guarantor. The Guarantor is responsible for mechanical damage at the time of

delivery, provided that information about this fact is recorded in the delivery documents, eg CMR, WZ, Packing List.

9 At the time of delivery, the Customer is obliged to check the assortment and quantity compliance of the received products. Any discrepancies must be noted in the delivery documents, eg CMR, WZ, Packing List.
Non-conformities resulting from the receiving by the Customer of a non-conforming product will be resolved on the basis of the Order Confirmation sent, and in the case of special-made products, additional documents, such as an executive drawing.

10 The Guarantor reserves the right to make structural changes to the product while maintaining functional values, which may slightly affect its appearance.

11 The Guarantor reserves the possibility of slight differences in the shades of the product in relation to the colour pattern presented in the commercial materials.
The Guarantor reserves that the powder coatings used to finish the products may originate from different shipments and be produced in separate batches. Consequently, slight variations in pigmentation may occur, even while remaining within established color tolerance standards. This may result in differences in the shades of the same colors on furniture across separate orders.

12 To file a complaint, it is recommended to register on the Malow Complaint Management Portal, available at: https://reklamacje.malow.pl. Instructions on how to register and submit a complaint can be found on the website at: https://malow.com.pl/strefa-klienta/warunki-gwarancji. In addition to this method, complaints may also be submitted by phone (at +48 87 566-07-85) or via traditional mail.
Please note that if a complaint is submitted by phone or traditional mail, the processing time may be longer.

13 The customer is obliged to file a complaint at the time of finding a defect.

14 The Guarantor undertakes to decide how to resolve the complaint within 2 weeks from the date of receipt of the complaint. The above period may be extended if it is necessary to perform an on-site inspection at the place of use of the product or a special expertise.

15 After the warranty period or in the event of defects occurring as a result of improper handling of the product, i.e. inconsistent with the manual, the Guarantor may propose a paid repair of the products at the place of use or in the production plant. The terms of the service are subject to individual arrangements. The Guarantor offers the sale of service parts for self-replacement by the Customer.

16 The warranty is valid only in the country of the Customer making the purchase. In the case of the sale of the product by the Customer to another country, the warranty conditions apply after prior individual arrangements.