



ALERGSOVA: Quiet and Safe Sleep

ANNEX No. 7

Guarantee



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GUARANTEE

Trust the quality of „SOVA“ and „DERMASOVA“

The key principle of our policy concerning SOVA and DERMASOVA products is the offer of the highest quality addressed to our clients.

We give a two-years' Producer's guarantee for our products to the consumers.

Conditions and detailed information are presented here below.

Guarantee Terms and Conditions

General provisions

Apart from guarantee vested to the clients of www.sklep.alergsova.pl and within its legal obligations, the Seller gives them the additional guarantee of producer (hereinafter referred to as „the Producer“). This guarantee has no influence whatsoever on the efficiency of general legal regulations in force on civil liability, e.g., law on liability for products in the case of intentional action or gross neglect or in connection with exposure of life or health resulting from the activity of the Producer or its contractors.

In this guarantee of the Producer, „the Consumer“ means every individual who is the owner of the product, who bought it neither for reselling nor within its professional or economic activity in order to perform actions connected with this activity at the premises of the third persons.

„The Buyer“ means the initial consumer who purchased the product from the Producer, its commercial representative, or other natural or legal person who had purchased this product within its professional or economic activity.

Guarantee protection

The Producer guarantees to the Consumers that its products are free of material, production, and construction errors. The decisive factor in this respect consists in the condition of scientific and technical knowledge as at the date of production. The guarantee covers solely defects that are present in the product as early as in the process of its production. Claims arising from succeeding damages or in connection with the Producer's liability for the product may be submitted only on the basis of the legal regulations in force.

This guarantee is effective for 2 years from the date of purchase of the product by the Buyer. In connection with the performance of benefits of this guarantee, in particular in the case of repair or replacement, the guarantee period is not subject to extension and it does not sets anew the guarantee period.



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Written reporting of defect

Claims resulting from this guarantee may be submitted by the Consumer in the form of written notification of defect during the guarantee period. Retaining of these claims is subject to the obligation of reporting the defects by the Consumer within two months from the date of their identification or from the date on which they should have been identified. The Consumer is obliged to document the effectiveness of the guarantee (e.g., submitting the purchase receipt).

Guarantee benefits

The Producer, at his own choice, may repair the product, replace it, or return the costs of purchase to the Consumer. The repair of the damaged product is made upon sending the product to the Producer. In case the Producer takes the decision on repairing the product, he bears the respective costs of repair, as well as all expenses connected with transport and consignment of the product. The Consumer is obliged to make the damaged product available.

In the case of replacement, the product will be replaced with a new product of the same kind, the same quality, and the same type, free of charge. If at the moment of notification of damage, a given product is not produced any more, the Producer reserves the right to deliver a similar product.

Transport or consignment from and by the Producer or from and by his commercial representative, as well as other particular actions, may be undertaken only upon the prior approval by the Producer. If the producer accepts the planned actions, he bears the costs connected with their implementation.

If the Producer accepts the reimbursement of costs of purchase of the product and he confirms his decision in writing, the Consumer is obliged to give back the product, and the Producer will reimburse the costs of purchase borne by the Consumer.

Conditions and exclusions

This guarantee is effective if the product is used and properly taken care of in accordance with the Producer's recommendations, as well as if the terms of its use are observed.

The instruction of the product's use and recommendations concerning proper care are attached to every product in the Polish language.

The guarantee claims will not be accepted in the following cases:

- minor variances of SOVA products from required properties which are of no significance to the product's utility value;
- dirt,
- errors in use and operation, damages resulting from aggressive influence of external conditions, chemicals, cleaning agents;
- defects resulting from transport damage
- products from exposition, etc.



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The guarantee expires in the following cases:

- failure to observe the operating instructions, care and use recommendations delivered to the Consumer;
- product's damage caused by the Consumer or by a third person;
- damages connected with wear-and-tear or purposeful damage;
- improper care or no care at all;
- products that were not or are not used in accordance with their purpose;
- damages due to vis major, natural calamities, flood, fire, or frost.

Guarantee exclusion

If in the case of identification of the product's defect it appears that it is not covered by this guarantee, the costs of consignment and transport of the product shall be borne by the Consumer. Moreover, the Consumer is obliged to bear the costs, including all costs connected with labor, that arise in connection with product's examination. If the Consumer, upon receiving information on guarantee exclusion and on forecasted costs of repair of the existing defect, accepts the execution of the repair in question, he will be obliged to bear additional costs of materials and labor, if appropriate.

If the product's defect was not identified at the moment of handing it over to the Consumer, in each case, the Producer will take individual decision whether the repair is to be performed in good faith. In this case, the Consumer is not entitled to submit a legitimate claim for repair of the defect.

Legal regulations

Apart from benefits resulting from this guarantee, the Consumer is vested in legal rights. These rights, sometimes more advantageous for the Consumer than those resulting from this guarantee, are not affected in any way by this guarantee. In addition, the guarantee does not infringe in any way the rights that may be raised by the Buyer or the Consumer towards the Seller from whom he bought the product.

Place of implementation of jurisdiction of the court and legislation

These guarantee conditions apply on the territory of the Republic of Poland / European Union. Claims resulting from the guarantee may be pursued by the beneficiary only at the court competent of the seat of the Producer, and the Polish law is the one that is applicable.

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