

Warranty

WARRANTY CARD

GENERAL INFORMATION

TEDEE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (limited liability company)

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hereby grants the Client a Warranty for a Product, which this Warranty Card was attached to.

SUBJECT, PERIOD AND SCOPE OF WARRANTY

1. **WARRANTY SUBJECT.** The Warranty shall only cover mechanical durability and maintaining functional features of the Product, Mobile app and battery are not covered by the Warranty. The Warranty shall be limited to such defects of the Product which result from an improper manufacturing thereof or from defects of materials used for production, subject to conditions stipulated herein.
2. **WARRANTY PERIOD.** The Warranty is granted for the period of 24 months as of collection of the Product by the Client.
3. **EXCLUSIONS.** The Warranty does not cover defects and damages of the Product:
 - revealed upon the receipt thereof, in relation to which the Client has not raised objections in accordance with the agreement,
 - caused by an improper usage, exploitation or maintenance of the Product, especially incompliant with the manual dedicated to the Product,
 - associated with improper transport, storage, processing or assembly by the Client or a third party,
 - minor damages, incl. scratches or dents, which do not impact proper functioning of the Product,
 - concerning wearing elements, such as protective coatings, unless such damages appeared as a direct result of material or manufacturing defects,
 - being physical damages that appeared after collection of the Product by the Client, including cracks, distortions, scratches, and any defects caused by,
 - cause of which is beyond Company's control.
4. **WARRANTY LOSS.** Notwithstanding the foregoing exclusions, the Warranty ceases to apply and the Client loses all rights arising therefrom, automatically upon the occurrence of one of the following circumstances:
 - implementing changes or repairs of the Product by using elements or components of third parties not authorised by the Company, ,
 - conducting servicing works by a person not being Company's representative,
 - making any modification or changes in the Product (either by the Client or a third party) without a prior consent granted by the Company in writing, otherwise being null and void,

- any other violation of the Warranty terms by the Client, including failure to file a Complaint in compliance with the rules defined below,
 - further sale (or transfer of rights) of the Product by the Client in favour of a third party.
5. **WARRANTY SCOPE.** Rights from the Warranty can be executed by the Client without limitations or additional charges in the territory of the Republic of Poland and the European Economic Area. The Client shall be the only person entitled from the Warranty – possibility to assign rights and obligations from the Warranty is hereby excluded

RIGHTS AND OBLIGATIONS OF THE PARTIES

6. **WARRANTY SERVICES.** Should a defect of the Product covered by the Warranty be discovered, the Client has the right to:
- Demand repairing the Product (removal of defect) or – if the Product has already been repaired twice – demand replacement of the defective Product with a new, defect-free one, provided that the Company is entitled (at its sole discretion) to deliver a new Product, if the repair would generate excessive costs; OR
 - Demand from the Company reimbursement of the paid price – if replacement or repairing the Product is not possible.
7. **OBLIGATIONS OF THE CLIENT.** Should a defect of the Product covered by the Warranty be discovered, the Client is obliged to:
- Immediately, not later – however – than on the 7th days as of discovery of the defect, lodge the Complaint, in compliance with clause 8 below;
 - Undertake all possible measures to prevent further broadening of the scope of damages.
8. **COMPLAINT.** The Client should submit the Complaint via electronic mail or phone (to the contact details provided above or any other up-to-date contact details provided by the Company to the Client). In order to be complete, the Complaint shall contain: (i) date and number of the order, (ii) relevant accounting document, i.e. bill of invoice (an original or a scan/copy), (iii) defect description and (iv) indication of a Warranty service preferred by the Client. The Company will confirm reception of the Complaint by granting a case number and sending it to the email address provided by the Client.
9. **PROCEDURE.** Within 30 days as of obtaining complete Complaint, the Company shall:
- Provide the Warranty service indicated by the Client; OR
 - Provide other Warranty service, chosen at its sole discretion, provided that the service indicated by the Client (i) could not have been provided or would have caused excessive costs, OR (ii) was not available to the Client based on the Warranty;
 - Inform the Client about a new expected deadline for considering the Complaint/providing the Warranty service – if the scope of the defects made them impossible to remove within the deadline set forth herein;
 - Inform the Client about a negative outcome of the Complaint and justify its decision on refusal to fulfill Warranty obligations.

FINAL PROVISIONS

10. **LIABILITY WAIVER.** The Warranty does not cover the Company's liability for compliance of the Product with local laws, guidelines and documentation, nor for correct application or suitability of the Product for the purpose intended by the Client. The Company shall not be liable for any loss, damage or destruction of the Product resulting from any reason other than covered by the Warranty, unless otherwise explicitly stipulated in the mandatory provisions of law. Company's liability from statutory warranty (rękojmia) to the furthest extent permitted by the applicable provisions of law. The Warranty does not exclude the Company's liability based on unconditional binding provisions of law, including above all consumer protection rights.
11. **APPLICABLE LAW.** The Warranty shall be governed by the binding provisions of Polish law unless any other unconditionally binding local provisions must be applied (especially towards the Clients being consumers).
12. **INDIVIDUAL MODIFICATION.** Any individual modifications of Warranty terms and conditions which were agreed between the Client and the Company must be confirmed in writing, otherwise being null and void.
13. **AMENDMENTS.** The Company reserves the right to amend the Warranty terms and conditions and the Warranty Card contents at any time without a need for any special procedure, provided that to a given Product, terms of the Warranty binding as at the time of purchase shall continue to apply.
14. **ENTRY INTO FORCE.** This version of the Warranty Card shall be binding as of the 20th of May 2020.

DEFINITIONS

Warranty

Company's commitment to provide the Client with a warranty service in case of Product defect in the scope and under conditions set out in the Warranty Card

Warranty Card

this document determining terms and conditions of warranty services provided by the Company in favour of the Client

Product

a ready-to-install product manufactured by the Company, being a door lock

Complaint

an information about a defect of the Product, submitted by the Client to the Company, determining at least data and information described in clause 8

Company

Tedee spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered seat in Warsaw, 2 Altowa Street, 02-386 Warsaw, entered into the register of entrepreneurs of the National Court Register under the KRS number: 0000712451, register files of which are kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, NIP (tax identification no.): 7010795542, REGON (statistical no.): 369188621, with share capital amounting to PLN 2,400,000

Client

an entity that concluded – as a buyer – a Product sale agreement with the Company

Defect

a physical defect as defined by Article 556 § 1 of the Polish Civil Code