

Warranty terms and conditions



- 1. For products offered by "Wamtechnik" [Polish limited liability company] placed in Piaseczno, Techniczna 2, 05-500 Piaseczno (hereinafter referred to as the "Producer") warranty of quality is granted.
- 2. The exact conditions of granting the warranty are regulated by the following warranty points.
- 3. The warranty shall be granted to the Buyer, i.e. the first (direct) buyer of Wamtechnik Products. The Buyer can not transfer rights and obligations under the Warranty to third parties without written consent of Wamtechnik.
- 4. A condition necessary to start claim procedure under the warranty is to fill a complaint form available on https://wamtechnik.pl/en/complaint/
- 5. Claims are analyzed at the expense of the Producer only for Products which warranty period has not expired.
- 6. In case of delivery of claimed Product to Wamtechnik without a prior complaint or when data contained in complaint (such as possibility to identify the Buyer by the invoice number, reasons for the Products complaint, etc.) objectively preclude Wamtechnik from resolving the complaint despite the attempts made by Wamtechnik to determine them, Wamtechnik shall be entitled to reject the complaint within 14 days from the date of delivery of claimed Product to Wamtechnik.
- 7. Chemical power sources are granted with 12-months warranty, unless otherwise is specified.
- 8. Warranty shall be covered only by material and workmanship defects disclosed in the period of warranty, in which the cause is in the sold item.
- 9. The warranty does not include the products in which damage arose as a result of:
 - mechanical and thermal damage,
 - natural consumption, by exploit a complete operating cycles (cyclic lifetime), for a given technology
 - damage caused by random accidents such as atmospheric discharges
 - defects resulting from the design errors, provided that the Products have been made according to the design provided by the Buyer
 - -user interference, unauthorized repair or modification,
 - usage not in compliance with operating rules available on www.wamtechnik.pl/en/
- 10. Warranty period is counted from the date of issuing an invoice for the given Product.
- 11. Any noticed defects must be immediately reported to the Producer. It is unacceptable to use the product from the moment the defect was noticed.

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- 12. Claimed Product sent to Wamtechnik should be properly protected to prevent short-circuits and its damaged during transport. Wamtechnik is not responsible for damage caused by inappropriate packaging and protection.
- 13. The Producer examines the complaint in 30 days from the date of delivery of claimed goods. In case of particular circumstances, this term may be extended. In such case, the Producer is obliged to inform Buyer about circumstances by phone or e-mail.
- 14. Wamtechnik does not provide substitute products for the time of complaint processing.
- 15. Buyer is obliged to deliver goods on the Producer's address indicated in point 1.
- 16. The Producer sends the product back to the Buyer's address indicated in complaint form.
- 17. In case of accepting the claim, the Producer does the repairs or exchange the product with a product free from defects.
- 18. Under the warranty a repaired product is sent back to the Buyer at the expense of the Producer.
- 19. In case of rejecting claim for reasons contained in point 9 of these warranty conditions, the Producer is not obliged to do the repair or replacement. However, they can be done after the Buyer's cost acceptance, which are presented by the Producer.
- 20. After receiving a repaired or replaced product, the packaging must be inspected. In case of damage, a damage report should be drawn up with the courier delivering the package. The Producer does not cover losses resulting from the transport of the product to the Buyer, which were not documented in the damage protocol.
- 21. Producer is not responsible for actual damage or lost profits resulting from product damage.
- 22. The warranty is valid in the territory of the Republic of Poland. Polish law is the applicable law of the interpretation of this warranty and possible disputes that results from.
- 23. The use of the guarantee by the Buyer does not exclude, limit or suspend the rights resulting from the provisions on the warranty for defects of the sold item. Exercising the rights resulting from the warranty does not release the Guarantor from the liability under the warranty.
- 24. If the Terms and Conditions would contain, contrary to the intentions of Wamtechnik, provisions less favourable than those of the Civil Code and the Consumer Rights Act of 30 May 2014. (Journal of Laws 2020.287, as amended), then such provisions shall prove to be invalid, and the relevant provisions of the Civil Code and the Act shall apply.