

## WARRANTY TERMS FOR PRODUCTS MANUFACTURED BY MALOW

- 1** \_\_\_\_\_  
Malow Spółka 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** \_\_\_\_\_  
The period shall be calculated from the date of issue of the sales invoice for the product.
- 3** \_\_\_\_\_  
During the aforementioned period, in the event of defects in the product resulting from a successful complaint procedure, the Guarantor undertakes, at its discretion, to:
  - repair the product free of charge at the Customer's premises or at the production facility following collection,
  - replace the product with one free from defects,
  - a price reduction on the product,
  - withdrawal from the contract and acceptance of the purchased product (return).
- 4** \_\_\_\_\_  
Claims under the warranty shall be submitted by the Customer to the Guarantor.
- 5** \_\_\_\_\_  
During the initial period (24 months), the Guarantor is liable for all manufacturing defects in the product.
- 6** \_\_\_\_\_  
During the remaining period (96 months), the Guarantor is liable for the product's functional properties, such as the paint finish and the durability of the product's joints (welding, bonding).  
Components subject to wear and tear resulting from normal use are excluded from this liability. This mainly applies to: electrical components, locks, blinds, table tops, bench slats, door panels (HPL, MDF, chipboard and others), runners, castors, etc. The following products are also excluded from the above warranty period: MKD chairs, daybeds, stools, screens, tables and BS benches.
- 7** \_\_\_\_\_  
A condition for the acceptance of a customer's complaint is that the product has been used throughout the entire warranty period in accordance with the requirements set out in the product's user manual. Products repaired by the customer themselves are not covered by the warranty, with the exception of repairs carried out with the Guarantor's consent, provided in writing. Products with a defect of which the customer was aware at the time of concluding the purchase agreement are also not covered by the warranty.
- 8** \_\_\_\_\_  
Upon delivery, the Customer is obliged to check the product range and quantity of the goods received. Any discrepancies must be noted in the delivery documents, e.g. CMR, WZ, Packing List.

Discrepancies arising from the Customer receiving a product that does not comply with the order shall be resolved on the basis of the Order Confirmation sent, , and in the case of custom-made products, additional documents such as the working drawing.

**9** \_\_\_\_\_  
The Guarantor reserves the right to make design changes to the product whilst maintaining its functional qualities, which may slightly affect its appearance.

**10** \_\_\_\_\_  
The guarantor reserves the right to minor variations in the product's shades compared to the colour samples shown in marketing materials.

**11** \_\_\_\_\_  
The Guarantor reserves the right that the powder coatings used to paint the products may come from different sources and be produced in separate batches. Therefore, there may be slight variations in pigmentation, despite compliance with applicable colour tolerance standards. This may result in differences in the shades of the same colours on furniture from different orders.

**12** \_\_\_\_\_  
Mechanical damage to products resulting from handling after delivery by the Guarantor is not covered by the warranty. The Guarantor is liable for mechanical damage only if such damage is recorded in the delivery documents, e.g. CMR, WZ, Packing List.

**13** \_\_\_\_\_  
To report a product defect, it is advisable to send a complaint form by email. The form, together with instructions, is available on the Guarantor's website at: <https://malow.com.pl/strefa-klienta/obsługa-serwisowa> It can also be sent to the email address: [reklamacje@malow.com.pl](mailto:reklamacje@malow.com.pl) In addition to the above method, complaints may be submitted by telephone (tel. 87 566-07-85) and by post.  
If submitted by post, the time taken to process the complaint may be extended.

**14** \_\_\_\_\_  
The customer is obliged to submit a complaint regarding the product as soon as a defect is discovered.

**15** \_\_\_\_\_  
The guarantor undertakes to decide on how to resolve the complaint within two weeks of receiving the notification. This period may be extended if it is necessary to carry out an on-site inspection at the place where the product is used or to obtain a specialist expert opinion.

**16** \_\_\_\_\_  
Outside the valid warranty period, or in the event of defects arising from improper handling of the product, i.e. contrary to the user manual, the Guarantor may offer a chargeable repair service for the products at the place of use or at the manufacturing plant. The terms of the service are subject to individual arrangements. The Guarantor offers the sale of service parts for replacement by the Customer themselves.

**17** \_\_\_\_\_  
The warranty is valid exclusively within the country of the Customer making the purchase. In the event of the Customer selling the product to another country, the warranty terms shall apply subject to prior individual arrangements.