

## WARRANTY TERMS AND CONDITIONS

Production and Trading Company ART-METAL sp. j. (TAX ID: 5891592239) with its registered office in Lapino Kartuskie, Jabloniowa 124, Poland (hereinafter referred to as "Manufacturer"), shall ensure the correctness of the product referred to herein on condition that it is used in accordance with its intended purpose and with the instructions for assembly and use.

1. The product of the warranty conditions below is: **fire pit**.
2. a/ The warranty covers the products manufactured by F.P.H. Art-Metal sp. j., provided with an electronic or written legible proof of purchase. A written proof of purchase shall be considered legible if the condition of the document makes it possible to determine the data, which make it possible to identify the product, i.e. the seller's data, designation of the goods and the date of sale.  
  
b/ The proof of purchase shall be kept for the warranty period.
3. a/ The warranty period is 24 months from the date of purchase of the product. Detected within this period, any deviations or damage covered by the guarantee should be reported to the Manufacturer within 7 days from the date of their discovery by delivering it by e-mail to the address: [info@garden-fireplace.com](mailto:info@garden-fireplace.com) or by traditional mail to the Producer's company address, i.e. Przemysłowa 6 (05-082 Blizne Laszczynskiego, Poland). The date of submission of a written notification at the Producer's registered office or the date of sending a written notification to the postal operator is important for the maintenance of the deadline for reporting a defect.  
  
b/ In the event that a received product has manufacturing defects or does not comply with the description on the website, you must immediately contact the Manufacturer and at the same time send a notification of a product defect to the following e-mail address: [info@garden-fireplace.com](mailto:info@garden-fireplace.com).  
  
c/ The notification referred to in point 3 a/ and b/ shall include a description of the defect found, the date on which it was found, a legible photograph of the damage and a copy of the proof of purchase.
4. a/ The Producer shall, within 14 working days of receiving notice of a defect, inform the Complainant of its decision to accept the product for verification of correct operation of the product and confirmation of quality, or of its intention to recognise the complaint without verification, and shall also inform whether the verification will take place at the Producer, at the place of installation of the product, or at a distance if the product is installed outside the borders of the Republic of Poland.  
  
b/ The correctness of product operation and confirmation of workmanship quality are realised through an internal quality system based on ISO 9001:2000.
5. a/ The cost of transporting the product for verification and repair shall be borne by the customer. Transport for verification and repair of the product should be carried out by means of transport adequate for the safe and economic delivery of the product to the Manufacturer.  
  
b/ If the product is located outside the borders of the Republic of Poland, the Manufacturer may request additional material to enable the verification of the defects at a distance (e.g. additional photos, video recording) and to present the product to the service technician indicated by him and extend the deadline for verification.
6. The manufacturer will respond in writing or via electronic mailbox to the Complainant's claims within 14 working days from the date of delivery of the product for verification, remote verification or the date of notification of its intention to consider the application without verification, and will determine the manner and time limit for the fulfilment of the complaint or provide reasons for rejection of the complaint claims.
7. Failure to comply with the General User Manual, which is available at: [www.sklep.art-metal.pl](http://www.sklep.art-metal.pl), will automatically remove the product from the guarantee. The objective assessment of the defects that have arisen is the responsibility of the Manufacturer.
8. The Customer's warranty claims may be rejected by the Manufacturer in the following cases:
  - a) the defect occurred during transport by an entity other than the Manufacturer,
  - b) the defect is due to incorrect installation,
  - c) the defect is the result of repairs and modifications carried out by third parties,
  - d) the defect occurred as a result of the Claimant's failure to comply with the recommendations, contraindications and other information regulated in the General User Manual,
  - e) the defect occurred as a result of fortuitous events beyond the control of the operating conditions,
  - f) the complainant does not have the documents required under point 2, i.e. proof of purchase,
  - g) acts of vandalism.
9. The product submitted for repair should have an accurate description of the malfunctioning symptoms present (see points 3 and 4). The manufacturer shall not be held liable for incorrect or incomplete repair or extended repair time due to an incomplete or misleading description of the fault.
10. The warranty is valid within the territory of the Republic of Poland, and outside its borders with the limitations indicated in these warranty conditions.
11. The guarantee does not give the Claimant the right to claim reimbursement of lost profits related to product damage.
12. This guarantee does not exclude, limit or suspend the Complainant's rights under the warranty in accordance with the provisions of the Polish Civil Code.

13. a/ In matters not covered by the terms of this document, the relevant provisions of the Polish Civil Code shall apply.

b/ This Warranty constitutes the sole and exclusive form of redress by the Manufacturer and the sole and exclusive basis of the Manufacturer's liability for product defects, subject to point 13. This Warranty replaces all warranties and obligations of the Manufacturer, whether oral or written, statutory (other than mandatory), contractual, arising from tort or otherwise (including, without limitation and where permitted by law, any conditions, warranties or other arrangements as to sound quality or fitness for purpose).

c/ The guarantee does not exclude or limit:

I. any of the mandatory provisions of the law;

II. any of your rights against the seller of the product.

d/ To the extent permitted by applicable law, the Manufacturer shall not accept any liability for loss of use of the product, loss of functionality of the product, loss of contracts, loss of business, loss of revenue or anticipated savings, increased costs or expenses or any other indirect, consequential or special loss or damage. To the extent permitted by applicable law, the Manufacturer's liability will be limited to the value on the date of purchase of the product. The above limitations shall not apply in cases of gross negligence or wilful misconduct of the Producer and in cases of death or personal injury resulting from the Producer's proven negligence.

14. If it proves impossible to resolve a dispute through negotiations, the parties shall submit the matter for settlement to the common courts in Poland under Polish law, competent for the registered office of the Manufacturer.