

GENERAL WARRANTY TERMS AND CONDITIONS

I. GENERAL PROVISIONS

DEFINITIONS:

1. **“Guarantor”** - Cora Lighting Factory Sp. z o.o. with its registered office in Bytom 41-914, ul. Hakuby 18, entered in the Register of Entrepreneurs kept by the District Court Katowice - Wschód in Katowice, 8th Commercial Division of the National Court Register under KRS number: 0001007363, NIP: 6263053741, REGON: 524745941.
2. **“Product under Warranty” (notification subject)** - all products included in the sales contract of which the Guarantor is the manufacturer. In the event that the subject of sales are products of which the Guarantor is not the manufacturer, the Guarantor shall grant a warranty to the extent provided by the seller or manufacturer of these products. If the subject of the Warranty is a set of products and the warranty rights are only exercised on a part of this set, the term “Product” shall be understood to mean this part of the set for the purpose of implementing the Warranty within the scope described above.
3. **“Warranty Period”** - the warranty terms and conditions for products of which the Guarantor is the manufacturer are valid for up to 5 years from the sales date. For other products of which the Guarantor is not the manufacturer, the warranty period is set out in the manufacturer’s specification sheet or GTCW.

II. WARRANTY TERMS AND CONDITIONS

1. The Guarantor represents that the product shall be free of physical and legal defects during the warranty period.
2. The Buyer or its authorised representative **shall be obliged to notify** warranty claims without delay **by filling in the required fields in the notification form at www.cora.pl**. The submission of the form is linked **to the automatic generation of notification identification number**. The notification number must be quoted in the remarks field (necessary requirement) in the process of courier service execution regarding the sent notification subject or a printout of the notification must be attached.
3. The notification subject shall be delivered by the Buyer complete and protected for transport.
4. Transfer of the notification subject to the Guarantor may be carried out by making the product available at the place indicated by the Buyer. The justification for using this form of making the product available should be provided in the description field of the notification form. In the event of the Guarantor’s acceptance of the use of a form of making the product available at the place indicated by the Buyer, the Guarantor shall immediately contact the Buyer to determine the details of the actions necessary for the fulfilment of the warranty obligations.
5. The Guarantor shall choose the method of fulfilling obligations under the warranty.
6. The Guarantor shall not be liable for product defects caused by:
 - improper handling and use;
 - improper storage or transport;
 - force majeure and fortuitous events;
 - reasons beyond the Guarantor’s control;
 - independent repairs, interventions or structural modifications.
7. The warranty repair of the notification subject shall be carried out within 14 working days from the date of delivery of the defective product to the Guarantor. In exceptional cases, repair may take longer, in particular when the components required for repair have to be ordered and delivered or the product has been made available at the place indicated by the Buyer, of which the Buyer shall be notified.
8. In the event of the Guarantor’s decision that the warranty claim is unfounded, the Buyer shall bear all the costs associated with restoring the notification subject to its original useful condition, i.e. costs of paid repair, as well as return of the notification subject after repair or without any change in its condition as at the date of notification, or disposal, and undertakes to pay these costs on the basis of the relevant VAT invoice.
9. The execution of a warranty repair by the Guarantor, within the framework of a valid warranty claim, shall result in the return of the notification subject to the Buyer’s registered office or other place indicated in the notification, at the Guarantor’s expense.
10. The Guarantor shall not bear any additional costs associated with the fulfilment of the warranty claim, in particular, relating to disassembly or reassembly.
11. In the event that replacing the product with a new one is impossible or highly difficult, in particular due to the unavailability or discontinued production of the product, the Guarantor may refund to the Buyer the amount paid by the Buyer for the product or replace the product with another model of non-subpar properties, which product, however, may differ slightly in terms of design and technical specifications.



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12. The Guarantor reserves the right to offer the Buyer the possibility of a paid repair if it decides that the claim is not justified. The deadline for the Buyer to accept such a repair or to accept the notification subject without repair carried out shall be 14 days. After this time, the notification subject shall be disposed of after this deadline has expired.
13. The Guarantor shall not be liable for the timely fulfilment of the warranty obligations if its activities are disrupted by a force majeure or other unforeseeable event.
14. This Warranty excludes the Buyer's rights under the statutory warranty provisions.
15. The provisions of the Civil Code and the GTCS of Cora Lighting Factory Sp. z o.o. shall apply in cases not covered by this Warranty.



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