

**WARRANTY TERMS AND CONDITIONS of Fabryka Mebli BALMA S.A.
(hereinafter referred to as FM BALMA S.A.)**

1. FM BALMA S.A., as the Warrantor, grants a 3-year warranty for the purchased products. The warranty period applies from the day of releasing the product based on the Stock Issue Confirmation document (WZ) issued by FM BALMA S.A.
2. The Warrantor assures that the purchased product covered by this Warranty is free from defects in materials and defects resulting from technological cycles applied during the production process.
3. In case of detecting defects covered by the warranty, the Customer shall submit a written complaint directly to: reklamacje@balma.com.pl, on the special complaint form provided by the Warrantor only – see: Appendix B, which should include: all the details of the company filing a complaint, symbol or name of the product complained about, order number or invoice number, precise description of the defect, photos of the detected defect.
4. In order to execute the Customer's rights under this Warranty, it is necessary for the Customer to present a proof confirming the purchase (invoice, receipt).
5. The Warrantor shall handle the complaint within 7 working days from the day on which the correctly submitted complaint was received and if the Warrantor regards it necessary, from the day on which the piece of furniture complained about was delivered to the Warrantor. Additionally, the Warrantor shall remove the defect in the piece of furniture covered by the warranty free of charge, in accordance with the following guidelines:
 - 5.1. Standard ready-made product – 14 working days from the moment of processing the warranty claim,
 - 5.2. Non-standard ready-made product – 14-21 working days from the moment of processing the warranty claim,
 - 5.3. Fittings and components (dispatch to Customer) – 5 working days from the moment of processing the warranty claim,
 - 5.4. Repair of a standard product - 14 working days from the moment of delivering the product complained about to the Warrantor,
 - 5.5. Repair of a non-standard product – 14-21 working days from the moment of delivering the product complained about to the Warrantor,
 - 5.6. The Warrantor reserves the right to extend the aforementioned time of handling a complaint if, in order to execute it, it is necessary to obtain materials or components from third parties. The Customer shall be notified about the date of executing the complaint by email or by phone.
6. Any damage that occurred during transportation, damage to the packaging or discrepancies between the actual number of packages and delivery documents which are not indicated in the Stock Issue Confirmation (WZ) document during the collection of the goods and failure to notify within 3 days from the day on which the products were delivered shall constitute the reason for rejecting the complaint.
7. Any damage to furniture pieces discovered while unpacking the product shall be reported and documented by a photo taken while unpacking, and not after the assembly. The damage which will be reported later shall not be regarded as having originated at the Warrantor's or during transportation and may be the reason for rejecting the complaint.
8. Failure to report any missing elements in the packages (e.g. fittings, handles, etc.) within 7 days from the day on which the goods were delivered shall constitute the reason for rejecting the complaint.
9. In the event that some furniture pieces or elements complained about need to be delivered, it is necessary to pack them securely so that the packaging would prevent any damage during transportation and to label the product with a copy of a warranty claim (using the Warrantor's form). Otherwise, the representative of the Warrantor may refuse to accept the subject of the complaint.
10. The warranty does not cover product damage or defects in products resulting from:
 - 10.1. the misuse of furniture – the furniture use, care/cleaning and maintenance instructions are specified in Appendix A,
 - 10.2. the force majeure or third party acts which the Warrantor is not accountable for,
 - 10.3. the physical damage to the furniture which occurred after the furniture was released by the seller to the Customer,

- 10.4. the incorrect transportation (it concerns the furniture being transported without the participation of the Warrantor or its authorised seller) and incorrect assembly,
 - 10.5. the modifications and repairs performed without the Warrantor's knowledge/consent, performed at non-authorised servicing points or outside the Warrantor's head office,
 - 10.6. the differences in colour tones between the colour of the product shown in the catalogue and the actual colour of the furniture piece,
 - 10.7. the differences in colour tones between the colour of the sample in the colour template and the actual colour of the furniture piece (it refers to furniture in natural veneer in particular),
 - 10.8. the differences in products purchased by the Customer gradually; those differences may, among others, refer to:
 - 10.8.1. the colour tones of natural veneer, melamine boards, foil, HPL laminates, coatings and upholstery,
 - 10.8.2. NOTE: In case of supplementary orders or complaints concerning products in natural veneer, the Customer is obliged to provide a sample of the additionally ordered/complained about product, on the basis of which the additional order/complaint shall be processed while maintaining similar colouring,
 - 10.9. the structure of the furniture piece which does not influence the furniture function or which does not reduce its durability or functionality,
 - 10.10. the damage or colour changes resulting from extreme weather conditions or environmental factors (e.g. acids, humidity, exposure to the light, etc.) or from misuse, improper care/cleaning or maintenance - the furniture use, care/cleaning and maintenance instructions are specified in Appendix A,
 - 10.11. the incomplete specification of the order.
11. The following properties of materials used in the furniture production are not subject to warranty claims:
- 11.1. the differences in colours depending on the direction of the incoming light and the wood rings,
 - 11.2. the Warrantor does not guarantee the linearity of wood rings in the boards which are: melamine, filmed, covered by HPL, HPL extra, natural veneer or plywood,
 - 11.3. melamine board: the board producer permits intrusions and surface impurities that do not exceed 2 square mm per 1 square m; as well as minor flaws visible from the distance of less than 0.6m,
 - 11.4. melamine board: particularly in case of dark colour tones of uniformed boards there may appear difficulties to ensure smudge- and fingerprint-free surface. The furniture use, care/cleaning and maintenance instructions are specified in Appendix A,
 - 11.5. glass: small scratches and intrusions, differences in colour of particular batches of glass, deformations in toughened glass are permitted if they result from physical or chemical properties of the material,
 - 11.6. aluminium and chromium: small scratches, intrusions and smudges after anodisation as well as other imperfections on the surface of anodised aluminium or on chrome-plated surface visible from a distance of less than 0.6m are permitted,
 - 11.7. natural veneer: due to its natural properties, different wood grain in particular furniture pieces is permitted; any surface features resulting from the natural properties of the material (knots in the wood, change in the colour because of the impact of light, possible different colour tones or different patterns of wood structure within one furniture batch, brittleness, or uneven, asymmetrical, interlocked wood grain, etc.) are not subject to warranty claims or are not a defect of the surface characteristics. Some colours strongly emphasize the natural grain of the wood. Furniture made from different batches of raw material may differ significantly from each other. Individual leaves (stripes) of the natural veneer may also be visible. Depending on the direction of looking and placement in regard to light sources different colour tones/wood grain may be found within one product. Veneered surfaces (natural veneer) are a relatively soft material which is prone to scratching and discolorations due to UV radiation and hot temperatures (e.g. hot cup). To protect the surface from any damage, coasters or heat mats are recommended.
 - 11.8. lacquered surfaces: intrusions on lacquered surfaces - less than 2 square mm per 1 square m are permitted,
 - 11.9. HPL – there is no possibility to adjust the wood rings on flat surfaces in the area of connecting the modules and on narrow edges, in the connecting area of two surfaces made from HPL a dark edge may be visible. Because of the direct exposure of that area to the light, the so-called “flow” effect may appear on the surface. It is a natural feature and is not subject to warranty claims.
 - 11.10. HPL extra – refers to the imitation of stone and concrete: decorative material of natural origin, every furniture piece has its individual pattern and structure. There is no repeatability of the pattern. The patterns presented in the templates serve only as an illustration, any surface features resulting from the natural properties of the material are not subject to warranty claims, in the connecting areas of two surfaces made from HPL a dark, uneven and/or rough edge may appear.
 - 11.11. using a combination of stone, concrete or deep drawn veneer or another material having a deep structure with the material in other technologies does not guarantee the linearity of the connection. It is a natural feature and is not subject to warranty claims.
 - 11.12. plywood – dark discolorations on narrow edges and the lack of linearity of individual veneer sheets resulting from the natural properties of wood are permitted.

11.13 the Warrantor permits the existence of minor defects (not covered by the Warranty) in the bottom part and inside the product, e.g. shelves, end boards. These defects include: chips, scratches, impurities and intrusions in laminates.

11.14 the Warranty does not cover any changes in properties that are typical for a given kind of furniture as well as wear on the elements, which is a consequence of the proper use.

11.15 the warranty period is one year for lighting elements.

12. In the event that as a consequence of carrying out a complaint procedure, a furniture piece needs to be replaced by a new furniture piece free from defects, the furniture complained about shall be returned to the Warrantor following the rules described in point 9. If the furniture piece is not returned within the time agreed by both parties, it may result in charging the customer with the costs connected with handling the complaint.
13. The Warrantor shall not be liable for any damage, deterioration, loss or decrease in the functionality of furniture which result from other factors than the defects in the furniture pieces.
14. The Warranty does not cover any potential claims made by the Customer, whose indication is the loss of expected profits caused by the occurrence of defect or other damage whose value exceeds the value of the defective furniture piece.
15. Warranty Terms and Conditions with appendices are available in the head office and on www.balma.pl.
16. The Warrantor reserves the right to make innovations in the products which will not bring down the product properties or cause any major changes in the original appearance.
17. Performing any repairs or assembly/disassembly by people who have not been authorised by the Warrantor or carrying out repairs using non-original parts shall result in the loss of the Warranty.
18. The liability arising from the Warranty covers only the defects caused by the reasons existing in the product sold.
19. All after-warranty services shall be performed by FM BALMA S.A. and shall be paid for by the Customer.