

WARRANTY - REGULATIONS

1 §

Complaints of goods under warranty

1. BM Horse Anna Tyrkiel-Baranowska executes only complaints about the goods for which the warranty is provided.
2. Realization of the warranty consists in the free removal of defects, defects in material or workmanship, which were found during the warranty period. The warranty period begins when the first end-user purchases the product.
3. BM Horse Anna Tyrkiel-Baranowska provides a warranty for a period of 48 months from the date of purchase shown on the proof of purchase only for the assortment covered by the 4-year warranty. A full list of products with a specified warranty period is annexed to this regulation and is available at the registered office of BM Horse Anna Tyrkiel-Baranowska. The 4 year warranty only covers defects that are defects in design. Saddle boxes are covered by a 24 month warranty period. Paint coatings, rollers, trolleys and racks are covered by a 12-month warranty period.
4. The warranty does not exclude the customer's claims for non-compliance with the contract.

2 §

Realization of warranty claim

1. The complainant is obliged to inform BM Horse Anna Tyrkiel-Baranowska (providing warranty) about the defect of the goods within 7 days from the date of detection, by e-mail to: sales@bmhorse.com, bmhorse@bmhorse.com.
2. **The complaint should be submitted on the application form (complaint protocol available at www.bmhorse.com),** with the following information:
 - A) date of filing
 - B) the date of purchase of the goods and the invoice or receipt number
 - C) name or type of product / code / quantity to be advertised
 - D) description of the cause of the complaint, description of the damage with the photo
 - E) address details of the applicant (name, address, e-mail address, contact phone number)
3. **Warranty rights may be granted only after the claimant submits a guarantee document and proof of purchase (invoice or receipt).**
4. The place of complaints handling is BM Horse Anna Tyrkiel-Baranowska main office:
 - a) BM Horse Anna Tyrkiel-Baranowska., ul. Przemysłowa 2, 77-100 Bytów Tel. + 48 515 000 525
5. **The complaint is subject to initial formal verification within 5 working days.** In the above mentioned deadline BM Horse Anna Tyrkiel-Baranowska will inform the claimant by e-mail address indicated by the applicant, about the result of the initial verification, including the rejection of the complaint or the acceptance of the defective product.
6. BM Horse Anna Tyrkiel-Baranowska will finally verify the complaint within 20 working days from making the initial verification of the complaint, unless the complaint concerns damage to the goods in transport, in this case in connection with the procedures of transport companies the deadline for the final verification of the complaint is 35 working days from making a preliminary verification of the complaint.
7. **Repair or replacement of defective goods will take place within 20 working days from the date of positive review subject to the following provisions:**
 - a) At the time the situation occurs, and it will be required to order replacement parts from the manufacturer, the repair time will be extended by lead time for parts (including placing an order and delivery of parts).
 - b) On the basis of the Act of 18 January 1951 on Public Holidays (Journal of Laws No. 4, item 28, as amended), working days are considered from Monday through Friday, excluding holidays falling on those days recognized by the aforementioned law as free from work.

3 §

Delivery and receipt of the advertised goods

1. **Receipt and delivery of the complained goods by the complainant to the manufacturer is made via courier or forwarding company at the expense of the complainant. (BM Horse is responsible for all complaints)**
2. The complained goods must be properly packed so that they do not suffer any additional damage during transport. This can affect the outcome of the complaint
3. **After submitting a complaint, delivery time should not exceed 15 working days, otherwise Customer loses warranty rights**

4 §

Warranty includes

1. Warranty service covers only damage that occurred during the warranty period and affects damage that has occurred as a result of the failure of the assembly and the manufacturing technology.
2. In case of occurrence of the aforementioned faults BM Horse Anna Tyrkiel-Baranowska undertakes to exchange or repair at its own cost and service point.

5 §

Warranty does not include

1. Warranty does not include:
 - a) **machines not used for their intended purpose,**
 - b) **components and consumables (when natural consumption occurs)**
 - c) damage that results from improper maintenance or storage
 - d) Mechanical, thermal and chemical damage caused by external factors,
 - e) defects resulting from previously not removed defects,
 - f) uszkodzeń powstałych na skutek montażu przez nabywcę niewłaściwych części lub osprzętu;
 - g) damage resulting from mounting improper parts or accessories by the purchaser;
 - h) damage caused indirectly or directly as a result of external events such as fire, flood, lightning and other

6 §

Loss of warranty rights

1. The entitled person loses the rights resulting from the warranty in the following situations:
 - a) **the service point determines the modifications or changes made to the design by people not authorized, (additional welds, cuts)**
 - b) **the service point will identify third party interference inside the device**
 - c) the user will provide an incomplete product for repair, without the accessories and documents forming an integral part of the device
 - d) **delivery of goods after the complaint will exceed 15 working days**

7 §

The guarantor is not liable for direct or indirect damages related to the use or inability to use the machine (product).

8 §

Guarantor reserves the right to use other materials during repairs and to make structural changes in connection with technical improvements.

9 §

The Guarantor is not obliged to provide the replacement machine (product) to the Customer for warranty repair.

10 §

The parties agree that Polish law is applicable to the guarantee and to any issues related to the guarantee.

11 §

In the case of unjustified claim, the claimant covers all costs associated with the delivery of the goods and additional handling of the complaint (if any).

12 §

Any disputes arising out of the provisions included in the guarantee should be submitted to the court competent for the headquarters of BM Horse Anna Tyrkiel-Baranowska company.