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## GENERAL WARRANTY CONDITIONS

Warranty to invoice no.: ..... date of issue: .....

Buyer: .....

Address: .....

### I. Warranty conditions:

The guarantee is valid from the date of issue of the sales invoice for the goods and/or services.

Complaints may be submitted in writing, by traditional mail, electronic mail or directly at the seat of the Guarantor within 7 days after the detection of a defect.

Failure to report the claim results in the loss of warranty rights.

Contact details for complaints:

Seat of Guarantor: 41-500 Chorzów, ul. Nowa 32;

E-mail: serwis@saternus.pl;

Tel. : (32) 241 52 23;

- a) Complaints will be deemed as submitted on the day on which the Guarantor has been notified of the
- b) complete claims submission, including:
- c) A) a detailed description of the fault,
- d) B) photographic documentation,
- e) C) a copy of the invoice or other document confirming the purchase of the product,
- f) D) a copy of the warranty card,
- g) E) a copy of the document confirming the carrying out of the annual technical check of playground
- h) equipment in the warranty period in accordance with PN-EN 1176-7:2017 standard.

Processing of the complaint will take place within 14 days from the date of the complete complaint submission to the Guarantor. The Guarantor shall inform the Purchaser of the outcome of the complaint within 3 days from the date of its consideration.

Should the complaint be acknowledged, the Guarantor will inform the Purchaser of the method and time for removing the defect.

Where the time limit for the removal of a warranty malfunction is specified in a separate document e.g. in the contract, the time required to perform the warranty repairs or the replacement of the product shall be counted from the date of acceptance by the Guarantor of the Purchaser's warranty claims and the removal of the defect shall take place within the scope of the claim.

The warranty is valid, provided that the assembly of the equipment and all repairs and maintenance during its period of operation are carried out in accordance with Saternus Group's instructions and are based on original spare parts.



If the complaint is acknowledged, the purchaser has the right to have the product repaired free of charge and if the repair is impossible to replace the product with a new one.

Products and services provided by the Guarantor for the design, manufacture, assembly and service of children playground equipment are covered by third party liability insurance, including liability for product.

The guarantee covers all EU countries.

## II Warranty periods

36 months	<ul style="list-style-type: none"> <li>▪ steel components,</li> <li>▪ high density plastic (HDPE) components,</li> <li>▪ machine finished timber,</li> <li>▪ concrete components,</li> <li>▪ paint coating of steel parts *,</li> <li>▪ wooden plywood components,</li> <li>▪ swing seats,</li> </ul>
24 months	<ul style="list-style-type: none"> <li>▪ ropes, interlaces, rope bridges, rope nets etc.,</li> <li>▪ rope interconnections,</li> <li>▪ chains,</li> <li>▪ paint coating of wooden parts (Manufacturers of impregnates recommend repainting the equipment every 12 months),</li> <li>▪ movable parts including bearings and bushes</li> <li>▪ rubber or rubber parts,</li> <li>▪ plugs.</li> </ul>

\* the warranty period for the paint coating depends on the location of the equipment in accordance with the corrosion load categories C1 to C5, defined in the EN ISO 12944-2 standard:

C2÷C3	Slight to moderate corrosion load: <ul style="list-style-type: none"> <li>▪ atmosphere with minor and moderate pollution,</li> <li>▪ most often rural and urban - industrial areas</li> </ul>	36 months
C4	Strong corrosion load: industrial and coastal areas with moderate salinity, such as swimming pools, hangars by seawater,	24 months
C5	very strong corrosion load: industrial areas with high humidity and aggressive atmosphere and coasts with high salinity (areas up to 1000 meters from the coastline)	Liability under the warranty is excluded



### **III Incomplete or damaged product during transportation**

The consignee is responsible for checking the completeness of the goods with the mailing list.

In case of any external damage to the consignment and its incompleteness, the consignee is obliged to recording these facts in the consignment note under the risk of loss of warranty entitlements.

### **IV Disclaimers of warranties**

Factory defects of the product are not considered:

- defects caused by normal wear of materials,
- defects resulting from improper use of products,
- defects due to improper assembly, except when the assembly was made by the guarantor,
- corrosion caused by acts of vandalism, including the resulting scratches and dents of metal parts,
- defects resulting from the devastation,
- natural cracks of wood, which do not pose a threat to the carrying capacity of the wooden structure,
- natural resin leakage,
- natural colour fading,
- worn rubber bumpers in the swings after normal operation,
- defects resulting from negligent maintenance or improper product maintenance,
- rubbed chain links and in jointed parts that are subject to natural wear and tear due to normal operation,
- wiped out paint coatings after normal operation,
- any modifications or repairs not performed in accordance with the guarantor's instructions and based on non-original spare parts.

### **V Expiration of warranty:**

The guarantee expires before the date specified therein if the Purchaser fails to perform technical inspections of products carried out in accordance with the current standard PN-EN 1176-7: 2009 by the manufacturer or other authorized person at the frequency specified therein.

The fact of carrying out the technical inspection of the products must be confirmed in writing, e.g. in the form of a technical inspection certificate, an entry in the facility's book or another relevant document.

Should a technical inspection be commissioned to the Guarantor, it shall be carried out on the basis of a commission issued by the Purchaser based on the current price list applicable to the Guarantor.

### **VI Postanowienia dodatkowe**

The guarantee for sold consumer goods does not exclude, limit or suspend the purchaser's rights resulting from the non-compliance of the goods with the contract.