

Warranty Issuer: O.P.S.O. Sp. z o.o. with registered office in Jelenia Góra, ul. Spółdzielcza 58, 58-500 Jelenia Góra. NIP PL9512230771, REGON 141135854, KRS0000291383 District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division of the National Court Register.

Building Materials: building materials whose manufacturer or distributor is the Warranty Issuer, purchased by the Buyer from the Warranty Issuer on the basis of a sales document (order, agreement) relating to a project indicated by the Buyer.

Holder of the Warranty: The entity that acts as the buyer of the Building Materials, as well as any entity to which the buyer has transferred its rights and obligations, and the successor in title of the Buyer.

The Warranty Issuer guarantees to Holder of the Warranty on the basis of these General Terms of Warranty (GTW):

I. Declaration and assurance of the Warranty Issuer

1. The Warranty Issuer hereby warrants to the Warranty Holder that the Building Materials covered by this Warranty have been issued to the Buyer free from any physical defects and that the Building Materials meet the criteria for quality and compliance with standards or national technical assessments.
2. The Warranty Issuer shall not be responsible for the selection of Building Materials for the investment, in particular the Warranty Issuer shall not be responsible for the compliance of the Building Materials with the specifications/technical documentation of the investment.
3. Warranty protection applies to the territory of Poland.

II. The liability of the Warranty Issuer arising from the Warranty

1. The Warranty Issuer's liability for defects in the Building Materials covers defects in the Building Materials arising from causes inherent in the Building Materials supplied which prevent the Building Materials from being used in accordance with their intended purpose.
2. The Warranty Issuer shall be liable to the Holder of the Warranty for defects that come to light after the date of delivery/acceptance of the Building Material – until the expiry of the time limit under the Warranty.
3. The warranty is valid provided that:
 - a) the Building Materials are selected correctly for the project,
 - b) the use of Building Materials in accordance with the requirements of the building in which they are incorporated,
 - c) the correct installation of the Building Materials, in accordance with the project and the state of the art, and taking into account the installation guidelines available on the Warranty Issuer's website www.stora-drain.pl
 - d) the correct operation of the Building Materials in accordance with their intended use, in particular the performance of inspections, maintenance etc. required by law,
 - e) using construction materials by STORA-DRAIN brand in accordance with EN 1433:2005.
4. The warranty shall not cover the following:
 - a) mechanical, thermal or chemical damage and any other damage caused by an act or omission of the Buyer or the User,
 - b) damage caused by force majeure - e.g. hail, flood, hurricane, earthquake, lightning leading to fire, as well as (in the case of mechanical or electrical equipment) power surges, fire, flooding,
 - c) damage resulting from natural, partial or total wear and tear of the Building Materials or their components or coatings in accordance with their properties or intended use,

- d) damage resulting from incorrect installation, transport, storage and unauthorised disassembly, alteration or repair by the buyer or the user/warranty holder,
- e) damage resulting from improper use contrary to the intended use of the Building Materials or lack of proper maintenance, proper cleaning, etc.
- f) damage caused by the fault or ignorance of the user,
- g) damage caused by the use of non-original spare parts,
- h) damage resulting from the failure to connect the standard built-in safety devices or from their incorrect configuration,

III. The term of the Warranty

1. The Warranty Issuer provides a 24-month warranty from the date of purchase.

IV. Complaint procedure for warranty rights

1. The Holder of the Warranty is obliged to notify the Warranty Issuer of a perceived defect in the Building Materials - which has come to light within the warranty period - immediately, but no later than within 3 working days from the date of perceiving the defect.
2. The basis for processing a claim under the Warranty is the presentation of a document issued by O.P.S.O. Sp. z o.o. confirming the entitlement (e.g. an invoice) and the written notice referred to below.
3. The notification shall be made in writing (registered letter with receipt confirmation, e-mail, fax) and shall contain a list of perceived defects in the Building Material, a description of the damage, photographic documentation and, if possible, the circumstances in which it occurred. In addition, the notice should include the complete address where the Building Materials are to be installed, contact details, telephone/email address for the User. The personal and contact details provided shall be used solely for the purpose of handling the complaint, including contact by O.P.S.O. Sp. z o.o. by e-mail or telephone. For detailed data protection rules and information obligations, please see the Privacy Policy available at www.stora-drain.pl
4. The lodging of a complaint by the Holder of the Warranty obliges the Holder of the Warranty to secure the Building Materials about which a complaint has been made until inspection and/or testing has been carried out by the Warranty Issuer.
5. The Warranty Issuer shall have the right to inspect and/or test the Building Material within 20 working days of notification, and the Holder of the Warranty shall be obliged to allow the Warranty Issuer to do so. The parties shall mutually agree on an inspection date. If the Holder of the Warranty makes it impossible for the Warranty Issuer to carry out an inspection or examination until the time limit referred to in sentence 1 has elapsed, the Holder of the Warranty shall be deemed to have waived the claim. In this case, the Warranty Issuer shall leave the complaint unprocessed.
6. At the request of the Warranty Issuer, the Holder of the Warranty shall attend the inspection.
7. The Warranty Issuer shall consider a claim submitted by the Holder of the Warranty under these rights within 30 working days of written notification and, if the Warranty Issuer has carried out an inspection, within 10 working days of carrying it out, unless there is a need for the Warranty Issuer to carry out additional tests, in which case the Warranty Issuer shall notify the Holder of the Warranty of a different date for considering the claim.
8. Upon ascertaining the validity of the claims, the Warranty Issuer shall deliver to the Holder of the Warranty, instead of the defective Building Materials, Building Materials free of defects.
9. Replacement shall be made within a maximum of 30 working days of the complaint being acknowledged.

10. Under this warranty, the Warranty Issuer undertakes, at its own cost and effort and using its own transport costs, to collect the defective Building Materials from the place indicated by the Holder of the Warranty and to deliver the Building Materials without defects to the place indicated by the Holder of the Warranty.

11. If the Warranty Issuer considers that the defects cannot be remedied or that the defects are insignificant, the Warranty Issuer may not perform the replacement referred to in section 8, but may reduce the price of the defective Building Material in the ratio in which the value of the Building Material with defects remains to the value of the Building Material without defects.

12. In the event that the damage is not covered by the warranty or the device has proved to be operational, the Warranty Issuer shall inform the warranty holder of the chargeable repair and its costs.

13. The Warranty Issuer may refuse to provide warranty service if it is found that the device is incomplete, that the data in the documentation is incomplete, that unauthorised repairs are made, that structural changes are made, that the device is used for purposes other than those for which it was intended, or that the device is reconfigured or extended by persons not authorised by the Warranty Issuer.

14. Parts and equipment replaced during the warranty service by the Warranty Issuer become the property of the Warranty Issuer.

15. Warranty repairs do not include activities such as disassembly/assembly.

16. The performance of the Warranty Issuer's obligations under this warranty shall be ascertained by the Parties by means of a report. In the event of an unjustified refusal to sign the report, the report shall be adopted unilaterally.

17. In the event of an unsubstantiated complaint, all related costs, in particular tests, expert opinions, travel expenses, etc., shall be borne by the complainant.

18. If the Warranty Issuer has supplied defect-free Building Material to the Holder of the Warranty instead of defective Building Material, the warranty period shall run anew for the newly supplied defect-free Building Materials from the time of their delivery.

V. Final Provisions

1. All warranty claims should be reported to the Customer Service Department of O.P.S.O. Sp. z o.o. in Jelenia Góra, ul. Spółdzielcza 58, 58-500 Jelenia Góra, e-mail addresses available at www.stora-drain.pl (contact tab), tel. 75 6491265.

2. No other claims, in particular claims due to the consequences of the existence of a defect, e.g. demolition costs in the event of the incorporation of Building Materials, may be recognised in addition to the above-mentioned warranty benefits.

3. The warranty shall not exclude, limit, or suspend the rights of the Buyer resulting from the statutory warranty for defects of the sold product.

4. The warranty may only be exercised if the price for the Building Materials has been paid in accordance with the agreed payment terms.

5. The competent court for any disputes that may arise from this warranty shall be the court having jurisdiction over the Warranty Issuer's registered office.