

GENERAL TERMS AND CONDITIONS FOR COMPLAINTS ABOUT PRODUCTS PURCHASED BY BUSINESS PARTNERS

This document defines the general principles of liability under the statutory warranty and the complaint procedure for products purchased from Davis Poland Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa, with its registered office in Bielsko-Biała (43-346), ul. Miłosna 37, entered in the Commercial Register of the National Court Register in Bielsko-Biała, 8th Commercial Division of the National Court Register, under number 0000701533 (hereinafter referred to as DAVIS).

I. DEFINITIONS

- A. Purchaser – a natural person conducting business activity or a legal person who has purchased, as part of their business activity, Products offered for sale by DAVIS from a DAVIS Business Partner
- B. DAVIS Business Partner – a natural or legal person conducting business activity, who is an entrepreneur within the meaning of the Civil Code, and who has purchased, as part of their business activity, Products offered for sale by DAVIS
- C. Product – all Products offered for sale by DAVIS
- D. Sample – a part of the Product, which allows the assessment of its features and properties, in the form of a cover or sample not less than 0.5 RMT
- E. Physical Defect – means an incompatibility of the sold item with the agreement in a situation where the sold item:
 - does not have properties that this kind of item should have considering the purpose stated in the agreement or the circumstances or its intended use;
 - was incomplete when issued to the purchaser.

II. STATUTORY WARRANTY FOR PHYSICAL DEFECTS

1. DAVIS shall be liable under the statutory warranty to the Business Partner if the sold Product has any Physical Defect.
2. DAVIS shall be liable under the statutory warranty if any Physical Defect is found within two years from the date of issue to the Business Partner.
3. The Business Partner shall be required to examine the purchased Product at the time of its receipt in terms of quantity, compliance with the specification and for the existence of any defects.
4. DAVIS shall not be liable under the statutory warranty if the Business Partner was aware of the Defect when concluding the agreement.
5. DAVIS shall only be liable for Physical Defects that existed when the Product was handed over to the Business Partner or resulted from a reason inherent in it at the time of purchasing the Product.

III. COMPLAINT PROCEDURE

1. The entity authorised to file complaints shall be the DAVIS Business Partner. If the Defect has been found by a Purchaser who is not a Business Partner, the complaint shall be filed via the Business Partner from whom the Product was purchased.
2. All complaints shall be filed via electronic mail to the address reklamacje@davis.pl

3. The Business Partner shall be authorised to demand that:
 - the defective Product be repaired,
 - the defective Product be replaced with one that is free of defects,
 - the price of the defective Product be reduced in proportion to the price stated in the agreement, at the ratio of the defective Product value to the value of one that is free of defects,
 - the parties withdraw from the agreement, provided that the Physical Defect is significant.
4. Each complaint should be filed using the complaint form (Appendix No 1 or No 2, depending on the type of complaint) and must include:
 - details of the complaining party
 - description of the defect
 - identification of the goods subject to the complaint
 - date of purchase
 - invoice or purchase order number
 - photographic documentation
 - the Purchaser's claim
5. DAVIS stipulates that, pursuant to Article 560 § 1 of the Civil Code, if a withdrawal from the agreement or price reduction is requested, in the first place, if this is possible without undue inconvenience to the Business Partner, DAVIS shall repair the Defective Product or replace the Defective Product with one that is free of defects.
6. The complaint shall be processed as soon as possible, but no later than 30 days from the submission of the complete set of documents, as referred to in section 4 above.
7. If the complaint does not contain all the information and documents listed in section 4 above, DAVIS shall request a Business Partner to supply the missing information or documents within 7 days from the date of delivery of the request. As a result of failure to supply the missing information or documents within the set period, the complaint shall not be further processed.
8. In order for the complaint to be processed, the Business Partner may be required to deliver the Defective Product or a Sample of the Defective Product. In such case, DAVIS shall notify the Business Partner and set a deadline for the delivery of the Product or Product Sample not less than 7 business days.
9. The Business Partner shall be responsible for the delivery of the Product or Sample.
10. Samples should be delivered in a condition that allows them to be examined, i.e. an appropriate size, hygienically clean, otherwise the complaint shall not be further processed.
11. DAVIS stipulates that the deadline set in section 6 above may be extended by the time of delivery and examination of samples.
12. Delivery of the Defective Product or a Sample of the Defective Product is not tantamount to a positive outcome of the complaint procedure.
13. In a situation where the complaint has been found to be groundless and the Business Partner has delivered the Product, that the complaint refers to, to DAVIS, the Business Partner shall be required to collect the Product at its own expense within 14 days from the date of receipt of the decision not to recognise the complaint.

CUSTOMER COMPLAINT REPORT

COMPLAINT NO*	
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COMPLAIN FILING DATE	
FABRIC PURCHASE DATE	
INVOICE NUMBER	
DATE OF FURNITURE PURCHASE BY THE END CUSTOMER	
DEFECT FINDING DATE	
MATERIAL RECIPIENT NAME	

MATERIAL NAME	
REASON FOR COMPLAINT	

COMPLAINT COST – NET VALUE	
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EXPECTED COMPLAINT OUTCOME**	
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EVIDENCE***	
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ADDITIONAL INFORMATION:

WHERE IS THE FURNITURE?****	
DOES THE CUSTOMER HAVE ANY PETS?	
WHAT WAS THE FURNITURE CLEANED WITH?	
GENERAL CONDITION OF THE FURNITURE	

* TO BE FILLED OUT BY DAVIS

** A1- REIMBURSEMENT OF FABRIC COSTS
A2- TOTAL REIMBURSEMENT OF FURNITURE REPAIR COSTS
A3- SHARED FURNITURE REPAIR COSTS

*** THE FOLLOWING MUST BE DELIVERED:

1. GOOD QUALITY PHOTOGRAPHS (A PHOTOGRAPH OF THE ENTIRE FURNITURE FROM A DISTANCE + A CLOSE-UP OF THE FURNITURE ELEMENT THAT THE COMPLAINT REFERS TO)
2. COMPLAINT FROM THE END CUSTOMER
3. SCANNED FURNITURE PURCHASE PROOF

**** DETAILED DESCRIPTION; NEAR THE WINDOW, HEAT SOURCES (HEATER, FIREPLACE, ETC)

NOTE: RECEIPT OF THE COVERS OR FABRIC SAMPLES IS NOT TANTAMOUNT TO ACCEPTANCE OF THE COMPLAINT

COMPLAINT REPORT

COMPLAINT NO*	
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MATERIAL RECIPIENT NAME	
COMPLAIN FILING DATE	
FABRIC PURCHASE DATE	
INVOICE NUMBER	
DEFECT FINDING DATE	

MATERIAL NAME	
QUANTITY RMT	
REASON FOR COMPLAINT	

COMPLAINT COST – NET VALUE	
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EXPECTED COMPLAINT OUTCOME**	
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EVIDENCE***	
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* TO BE FILLED OUT BY DAVIS

** A1- REIMBURSEMENT OF FABRIC COSTS
A2- REPAIR OF THE FABRIC
A3- REPLACEMENT OF THE FABRIC WITH ONE THAT IS FREE OF DEFECTS

*** GOOD QUALITY PHOTOGRAPHS ILLUSTRATING THE DEFECT MUST BE DELIVERED

NOTE: RECEIPT OF THE FABRIC IS NOT TANTAMOUNT TO ACCEPTANCE OF THE COMPLAINT