

GENERAL TERMS OF WARRANTY AND TERMS OF COMPLAINTS

for grave lights and candles produced by

POLWAX S.A. with its registered office in Jasło (38-200) at 3 Maja 101 St.

GENERAL WARRANTY TERMS

I. Subject of warranty and warranty period

1. POLWAX S.A. (the *Seller*) provides a Warranty for produced candles and grave lights (the *Goods*) in accordance with the requirements specified in Section II of this Warranty, subject to compliance with the terms and conditions set out in these General Warranty Conditions.
2. POLWAX S.A. warrants that the sold *Goods* comply with the requirements specified in the PN EN 15493 standard (Candles - Safety requirements and test methods):
 - a) The candles are clean, without mechanical damage or deformations.
 - b) The color of the candles is consistent with the declared color.
 - c) Natural deformations of the candle surface, conditioned by the physicochemical properties of wax products that do not deteriorate the aesthetics or functional value of the products, are allowed.
 - d) The wick is placed centrally, with the exception of multi-wick candles.
 - e) The weight of the candle is consistent with the weight declared by the *Seller*, with a tolerance of $\pm 10\%$.
 - f) The burning time of the candle is consistent with the time declared by the *Seller*, with a tolerance of $\pm 10\%$.
 - g) The flame of the candle does not emit visible soot flakes. Smoking of the candle is allowed after extinguishing it until the wick stops glowing.
 - h) The scent emitted during burning is consistent with the scent declared by the *Seller*.
 - i) The flame of the candle should be stable and uniform.
3. It is allowed for candles burned in rooms with air conditioning to drip and smoking of grave lights and garden candles.
4. The *Seller* delivers the *Goods* in closed packages, protected against damage and marked in a way that allows identification of the *Goods*.
5. The Warranty period is 36 months and is counted from the date of sale (indicated on the proof of purchase) provided that the *Buyer* meets the conditions set out in point II of this Guarantee. If the transport of the *Goods* is the responsibility of the *Seller*, the warranty period is counted from the date of delivery.
6. In the event of placing an order for *Goods* with parameters deviating from the standardized or with additional parameters, the *Buyer* is obliged to agree in writing with the *Seller* the individual terms of the order in a separate document.

II. Warranty Requirements

1. The occurrence of a physical defect in the *Goods* should be reported in writing to the Logistics and Sales Office of Polwax S.A., ul. 3 Maja, 38-200 Jasło or ul. Łukasiewicza 2, 43-502 Czechowice-Dziedzice, or send it by e-mail to reklamacje@polwax.pl. Proof of purchase - an invoice - should be sent together with the notification of the defect and possibly a WZ document.
2. The warranty is valid provided that the following requirements are met:
 - 2.1. *Goods* should be stored/displayed in rooms with the following conditions:
 - storage and display temperature - from 5 °C to 25 °C,
 - relative humidity of rooms up to 70%,

- the storage room should be dry, dark, away from heat sources,
- The *Goods* should be protected against direct sunlight and lamp light and the temperatures below 5°C,
- Do not use open flames indoors.

2.2. Deliveries and collections of the *Goods* should be made with vehicles that meet the following requirements:

- floor height 115 cm ± 10 cm,
- floor width: minimum 205 cm,
- floor strength enabling forklift to enter the vehicle (minimum 2 tons),
- temperature during transport up to 6 hours - from 5 °C to 30 °C. For longer routes in the summer or temperatures below 5 °C and 25-30 °C, it is necessary to use an isothermal semi-trailer or a refrigerated trailer.
- it is not allowed to stack products stored on pallets without prior written agreement with the *Seller*.

3. This Warranty does not cover:

- mechanical, chemical, thermal or other damage to the *Goods* and defects caused by them, caused by the act or omission of the *Buyer* or third parties,
- damage and defects caused by:
 - improper storage,
 - improper display,
 - improper transport (if the transport is on the part of the *Buyer*),
 - arbitrary alterations made by the *Buyer* or other unauthorized persons.
- defects of the *Goods* resulting from an inappropriate means of transport and the wrong method of transport and unloading of the *Goods* (in the case of transport organized by the *Buyer*),
- Goods* from which stickers/markings enabling identification of the *Goods* have been torn off/removed,
- Goods* from a sale.

III. Warranty provisions

1. Under the Guarantee, one is entitled to:

- replacement of the *Goods* free from defects, if the *Seller* finds that the removal of the defect is impossible,
- repair of the *Goods* at the expense of the *Seller*,
- refund of receivables.

Complaint Conditions

for grave lights and candles produced by Polwax S.A.

- The customer has the right to submit a complaint no later than before the expiry of the warranty period specified in point I.5. General Warranty Terms.
- In the event of discrepancies between the delivery and the order, in particular in the case of quantity shortages, assortment discrepancies, quality defects (taking into account point I.2. and point II.2 of the General Warranty Terms), the *Buyer* is obliged to submit a complaint within 3 days from finding non-compliance, under pain of losing the Guarantee.
- If the transport of the *Goods* is organized by the *Seller*, the delivered *Goods* should be checked upon receipt from the carrier in terms of quality, in particular in terms of:
 - mechanical damage, non-compliance of the color of the candle received with the one ordered by the *Buyer* or declared by the *Seller*,
 - deformation of the lanterns, chipping of the lanterns' edges, detachment and wrinkling of the prints decorating the lanterns,
 - damage to individual and collective packaging found on receipt and caused during transport.
- Any quality defects of the *Goods* should be confirmed in writing with a Complaint Protocol drawn up by the *Buyer* and sent to the *Seller* on the day of receipt of the *Goods* or the next day at the latest. Failure to check the *Goods* upon receipt or failure to send the Complaint Protocol to the *Seller* within the time limit specified in this point will result in the loss of the Guarantee.

5. In the event of damage to the *Goods* caused during transport, in particular in each case of damage to the collective packaging of the *Goods*, the Complaint Protocol should be drawn up with the participation of the carrier and signed by the carrier, and in addition, a note about the damage to the *Goods* should be entered in the transport documents. Failure to comply with the above obligations will result in the loss of the Guarantee.
6. The *Buyer* is obliged to check the *Goods* in terms of quality and quantity and assortment upon receipt:
 - a. if the transport of the *Goods* is organized by the *Buyer* - upon receipt by the *Buyer* from the *Seller's* warehouse;
 - b. if the transport of the *Goods* is organized by the *Seller* - upon receipt from the carrier.
7. Any quantitative shortages or qualitative or assortment discrepancies should be reported by the *Buyer* upon receipt of the *Goods* to the *Seller's* employee or the carrier, respectively, under pain of losing the Guarantee.
8. The *Buyer* submits any complaints in writing to the Sales Office or by e-mail to the address – reklamacje@polwax.pl.
9. The basis for submitting a complaint is an invoice and a detailed written description of the damage or defect.
10. The *Seller* will consider the complaint within 14 calendar days from the date of its receipt, unless the conditions agreed with the Customer provide otherwise. The *Seller* will inform the *Buyer* about the consideration of the complaint in writing. Failure to inform the *Buyer* about the consideration of the complaint within the specified period is considered equivalent to the acceptance of the complaint.
11. Complaints are considered in accordance with the internal regulations of Polwax S.A.
12. The customer is informed about the method of considering the complaint in writing by registered mail, courier or via e-mail.
13. As part of the complaint, Polwax S.A. Maybe:
 - replace the *Goods* with new ones (without defects), if the *Seller* finds that the removal of the defect is impossible,
 - issue a corrected invoice,
 - deliver the missing quantities. Polwax S.A. decides on the method of considering the complaint.
14. The rights under the warranty for defects in the *Goods* described in art. 556 and following of the Polish Civil Code.
15. The General Warranty and Complaint Terms apply to all deliveries of grave lights and candles manufactured and sold by POLWAX S.A., made after the date of publication of this document, unless the contract on the basis of which the delivery was made provides otherwise.
16. POLWAX S.A. reserves the right to make changes to the wording of the General Warranty Terms and Conditions and Complaint Terms at any time, at its discretion. For each delivery of the *Goods*, the General Warranty Terms and Conditions and Complaint Terms in the wording applicable on the date of delivery shall apply.
17. In the event of discrepancies between the content of the General Warranty Terms and Conditions of Complaints and the conditions resulting from the contracts on the basis of which the delivery of the *Goods* is carried out, the provisions of the concluded contracts shall apply.

Checked:


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Head of the Production Support Department

Approved:

DYREKTOR HANDLOWY

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Małgorzata Mikos
Commercial Director

