
Congratulations on your purchase, a choice well made! NOTI's mission is to deliver top-quality beautiful products, crafted with natural materials, often made by hand, with the greatest attention to detail.

This Guarantee Document presents the terms and conditions of product guarantee and the complaint procedure.

§1

1. This document (the Guarantee Document), defines the Guarantor's liability and the Buyer's rights resulting from the guarantee assurance provided herein.

2. The guarantee is provided by NOTI spółka z ograniczoną odpowiedzialnością (the Guarantor) with its registered office in Tarnowo Podgórne, ul. Sowia 19, 62-080 Tarnowo Podgórne, Poland, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda in Poznań, Division VIII of the National Court Register (entry No. KRS 0000440205), tax identification number (NIP): 7811881529, statistical business number (REGON): 302273135, e-mail address: biuro@noti.pl.

3. The term Buyer as used in this Guarantee Document means either a consumer (a natural person who buys the product for purposes not directly related to their business or professional activity) or an entrepreneur (a natural person, a legal person or an unincorporated entity enjoying legal capacity under separate legislation, operating a business on its own behalf).

4. The term Guarantor's Representative as used in this Guarantee Document means the seller of the Products originating from the Guarantor.

5. The term Products as used in this Guarantee Document means any goods manufactured by the Guarantor, sold by the Guarantor or the Guarantor's Representative under the "NOTI" trademark.

6. The term Guarantee Claim as used in this Guarantee Document means a claim submitted by the Buyer against the Guarantor via the Guarantor's Representative, relating to a product complaint. The procedure of submitting Guarantee Claims is defined in this Guarantee Document

§2

1. The Guarantor provides the Buyer with a guarantee covering Products manufactured by the Guarantor (the Guarantee), which is meant as an assurance of good quality workmanship of the Product and materials used in its production, as well as proper functioning of the Products, in line with their intended use, subject to the provisions of Section 3.1 of this Guarantee Document.

2. The Guarantee covers defects arising from causes inherent in the manufactured Product.

3. The Guarantee is valid in the Republic of Poland or the country of the Contracting Party.

4. The Guarantee covering NOTI products remains valid for a period of 5 years from the date of the Product delivery to the Buyer.

§3

1. The Guarantee does not cover the following:

- Damage caused by product assembly or installation that does not comply with the assembly/installation manual.
 - Natural wear and tear of the product (castors, foot pads, furniture bases) and dirt or staining accumulated during use.
 - Mechanical damage to the product resulting from the impact of a destructive external force that exceeds forces normally occurring during standard use of the product.
 - Damage caused during transport and handling (except for transport and handling by the Guarantor).
 - Malfunction or damage caused by improper use, carelessness of the user or product use contrary to its intended use.
 - Damage caused by inappropriate selection of available options (e.g. use of castors unsuitable for the surface).
 - Differences in the colour tone of fabrics in products repeatedly purchased by the Contracting Party, manufactured using fabrics from different production batches.
 - Foam deformations. These are caused by the natural ageing process of foamed polyurethane.
 - Products after any alterations and structural changes or repairs made by unauthorised persons.
 - Elements in products with wooden components, characterised by conditions attributable to the nature of the raw material.
 - Discolouration, fading, colour changes caused by pigment transfer from clothing to the product (e.g. indigo dye transferred from jeans or similar fabrics).
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- Differences in the softness of seats in Products with additional functions (convertible bed, container drawer).
 - Features of fabrics and leathers occurring naturally during Product use.
 - Features of lacquered, melamine, metal, glass and Solid Surface elements which are a natural consequence of Product use.
 - Differences in fabric nap orientation.
 - Defects and damage to the Product that are visible to and accepted by the Buyer at the time of purchase, due to which the price of the Product was reduced.
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2. The guidance for the proper use of the Products, including an overview of maintenance and cleaning procedures, can be found in the User Manual.

§4

1. To submit a valid Guarantee Claim, the Buyer must present a proof of purchase of the Product, i.e. an invoice, receipt, or other evidence demonstrating that the Product is genuine and that the Guarantee is still valid.

2. In the event of a defect in the Product, the Buyer should submit a Guarantee Claim via the Guarantor's Representative, directly at the place of purchase of the Product in question. Guarantee Claims can also be submitted by email, to the email address of the Guarantor's Representative from whom the Product was purchased.

3. To expedite the processing of the Guarantee Claim, the Buyer should use the form attached to this Guarantee Document and provide all the necessary information requested in the form.

4. When submitting the Guarantee Claim, the Buyer should attach photographs showing the Product defects.

5. If the submitted Guarantee Claim with the accompanying photographs is not sufficient to determine whether the claim is justified, an expert report (the Expert Report) on the claimed Product will be necessary.

6. If the Expert Report is required, the Guarantor or the Guarantor's Representative will inspect the Product in the place where it is currently located, as indicated by the Buyer in the Guarantee Claim, having previously agreed on the exact date of the inspection with the Buyer. Alternatively, the Guarantor or the Guarantor's Representative will collect the Product from the Buyer and inspect it in factory conditions.

7. In exceptional situations, the Guarantor reserves the right to process the Guarantee Claim after having consulted the supplier of the material or component, or performed other actions that may be necessary. The Guarantor will make every effort to complete these actions as soon as possible, having previously agreed with the Buyer on the exact procedure for processing the Guarantee and the deadlines for performing the necessary actions.

§5

1. If the Guarantee Claim is accepted and the Product defect in question can be repaired, the Guarantor or the Guarantor's Representative will repair the complained Product (the Guarantee Repair).

2. If the Product defect can be repaired outside factory conditions, the Guarantee Repair will be performed in the place where the Product is currently located, as indicated by the Buyer in the Guarantee Claim. The date of the repair will be agreed on in advance with the Buyer.

3. If the Product defect cannot be repaired outside factory conditions, the Guarantee Repair will be performed outside the place where the Product is currently located, as indicated by the Buyer in the Guarantee Claim. In such a situation, the Guarantor or the Guarantor's Representative will collect the claimed Product or its defective component from the Buyer, and after completing the Guarantee Repair, will deliver the repaired Product or its component back to the Buyer.

4. If, at the time of performing the Guarantee Repair, the equivalents of the defective elements or materials of the Product are not available, they will be replaced by other elements or materials of the same quality, comparable performance and similar value, upon prior agreement with the Buyer.

5. If, at the time of performing the Guarantee Repair, the manufacturing methods used in the manufacture of Products of the same type as the defective Product have changed in the process of continuous process improvement, the Guarantee Repair will be performed using the newer technology.

§6

1. If the Product defect cannot be repaired or its repair would be economically unreasonable or adversely affect the quality of the Product, the Guarantor will replace the defective Product with a new Product of the same type, free of any defects.

§7

1. Within 60 days after the Buyer's submission of the Guarantee Claim, the Guarantor will perform the warranty obligations referred to in Sections 5 and 6 of this Guarantee Document or inform the Buyer that the claim has been found unjustified.

2. To ensure timely performance of the warranty obligations, the Buyer will cooperate with the Guarantor or the Guarantor's Representative, to enable them to perform the necessary actions. The Guarantor will not be deemed to be in default or delay if its obligations are not fulfilled on time for reasons attributable to the Buyer.

3. Similarly, the Guarantor will not be deemed to be in default or delay if its obligations are performed after the specified deadline, if so agreed with the Buyer.

§8

This Guarantee does not exclude, limit or suspend the Buyer's statutory warranty rights. The Buyer may exercise their statutory warranty rights independently of the rights available hereunder.

§9

1. If, in the performance of their obligations under the Guarantee, the Guarantor or the Guarantor's Representative has supplied the Buyer with a Product free from defects or has made significant repairs to the original Product covered by the Guarantee, the Guarantee period will be renewed as from the date of supplying the replacement Product or making repairs to the original Product. If the Guarantor or the Guarantor's Representative has replaced a part of the Product, the renewed Guarantee period will cover that part of the Product which has been replaced.

2. In other cases, the Guarantee period will be extended by the time during which, due to a defect in the Product covered by the Guarantee, the Buyer was unable to use the Product.
