

# TERMS AND CONDITIONS AND THE PROCEDURE FOR HANDLING/LODGING COMPLAINTS IN B2B FOREIGN TRADE

## 1. General Terms and Conditions:

11. The warranty (also commonly known as guarantee) shall only apply to products placed on the market, offered and supplied by "MDH Sp. z o.o." (hereinafter referred to as the manufacturer).
12. The warranty shall be provided by the manufacturer for defects of the materials used in manufacturing of the product, and for manufacturing defects which have occurred during the manufacturing process.
13. As a prerequisite for processing of a warranty complaint in B2B foreign trade, the following shall be submitted by the complainant to the manufacturer:
  - a. Where lodged electronically (by email):
    - Full reference number of the proof of purchase – invoice (issued by the manufacturer),
    - Where possible (not as a mandatory requirement), also a scan of the proof of purchase from the end user or any other document which confirms the date of purchase,
    - A reference to the product concerned: make, model identifier, size, etc.
    - As far as possible, a detailed description of the product defect,
    - Photos: of the entire product, of the defect/damage (as far as possible), of the serial number label. As far as necessary/possible, a video may also be sent for more detailed illustration of the defect.
  - b. Where the product is sent physically to the manufacturer's repair station:
    - As far as possible – the product is to be delivered in its original packaging,
    - The full reference number of the proof of purchase – invoice (issued by the manufacturer) – a copy of the invoice or its reference number copied down on the complaint form,
    - Where possible, also a scan of the proof of purchase from the end user or any other document which confirms the date of purchase,
    - Where possible, a full description of the notified product defect.
14. Upon receiving a complaint from the end user, it shall be forwarded to the manufacturer without unnecessary delay. Further use of a damaged product may cause additional damage and result in the loss of the warranty rights. Faulty equipment can also pose a threat to the user's life and health.
15. Repair services and processing of warranty complaints shall be provided by the manufacturer free of charge.
16. The term of coverage shall commence on the date when the proof of purchase is issued to the purchaser, and shall be, respectively:

PRODUCT	Term of Coverage
Pressure relief cushions, inflatable	12 months
Pressure relief mattresses, pumps for pressure relief mattresses, forearm crutches, underarm crutches, walking sticks, tripods and quadruped canes	12 months
Walkers, rollators, pulpit frames	12 months
Manual (steel) wheelchairs, standing frames, parapodia, transfer hoists with a standing frame feature <ul style="list-style-type: none"> <li>• Standing frame batteries</li> </ul>	12 months
Manual wheelchairs for children, special wheelchairs for children Light-alloy manual wheelchairs for children (3 to 18 yrs)	12 months
Light-alloy manual wheelchairs for adults 18+ special wheelchairs	12 months
Electric-powered wheelchairs: <ul style="list-style-type: none"> <li>• Wheelchair frame</li> <li>• Other subsystems (mechanical, electric and electronic components)</li> </ul>	12 months 12 months
Therapeutic chairs for children, toilet chairs, wheeled commodes, bath boards, shower stools, pedal exercisers, transfer hoists, battery chargers and other products not mentioned above.	12 months
Batteries	6 months

## 2. Terms and Conditions of Warranty:

21. A complaint shall be processed within 14 working days of the date when it was emailed or when the product was delivered to the manufacturer's repair station (the address of the repair station as in Section 2.8). Product defects recognized by the repair station (identified and reported during the term of coverage) shall be remedied within 14 working days of the date when the complaint was processed and recognized by the manufacturer. In exceptional cases where spare parts must be ordered from countries other than Poland, the time of repair of a recognized complaint may be extended.
22. **Only the manufacturer** shall decide on the manner of repair.
23. In the event of a physical delivery under the complaint procedure, it is recommended that the product comply with the basic hygienic standards (clean/washed product).
24. The term of coverage shall be extended by the time elapsed between the date of the complaint and the date when the repair is completed. This provision shall not apply where the complaint is rejected by the manufacturer or where the condition set forth in Section 2.5 applies.
25. In the event that the product is replaced, the term of coverage shall re-commence on the date when a defect-free product is delivered to the complainant.
26. In the event that a defect cannot be repaired, the manufacturer may:
  - replace the item concerned with a new one or one with parameters which are similar (at least the same) to those of the item subject to the complaint,
  - reimburse the cost of purchase of the product – issue a corrective invoice.
27. The manufacturer shall not be held liable for any damage:
  - which results from any kind of damage or loss caused by the product as a result of improper use thereof, in particular its use in a manner inconsistent with its intended purpose and description in the relevant user manual, or incurred by persons and property as a result of the above circumstances.
28. The transport of the product subject to the coverage under the complaint procedure shall be provided at the manufacturer's expense and only after prior approval (by phone or email) of the manufacturer's repair station. The repair station's address:
  - MDH Sp. z o.o. Service, 94-007, Łódź, Maratońska 104, Poland ☎ +48 42 674 16 89, ✉ serwis@mdh.pl
29. Where the product is dispatched under the complaint procedure without the manufacturer's approval, the cost of the dispatch shall be borne by the sender.
210. All defective subsystems/parts replaced free of charge during the repair shall become property of the manufacturer's repair station.
211. For product components replaced (for a fee) on a post-warranty basis, the manufacturer shall grant warranty for a term of 6 months from the date when the repair is completed.
212. The manufacturer shall be held liable for accidental loss or damage to the product from its receipt until its collection by the complainant or any other party authorized by the latter.

## 3. Limitation of the Coverage:

The product shall be used in a manner consistent with the relevant user manual and operating instructions. In any case, the coverage granted by the manufacturer not apply where:

- 3.1. the product has been damaged or destroyed as a result of force majeure,
- 3.2. damage has been caused by improper use of the product, in particular:
  - a. use inconsistent with its intended purpose, failure to ensure adjustment and daily maintenance within the scope provided for in the relevant user manual,
- 3.3. any mechanical damage to the product resulting from improper use (inconsistent with the user manual and intended purpose), e.g.: cracking, breaking, chipping, scratching, shattering, scuffing etc,
- 3.4. during the term of coverage, the user conducts independent repair or modification of the product covered,
- 3.5. product equipment subject to normal wear and tear resulting from the use of the product, e.g.: worn tires and treads, punctured/perforated tubes, cushions and mattresses, rips, worn/frayed and torn lining, upholstery and covers, armrests, worn moving and sliding parts (bearings, hinges, moving hitches etc), bulbs.
- 3.6. Used (end-of-life) batteries.
- 3.7. **No B2C (private users) complaints under foreign transactions shall be processed by the manufacturer.**

**Warranty card number:** .....

(optional)

**Product name:** .....

(brand, model)

**Serial number:** .....

(brand, model)

**Reference number**

**of the proof of purchase – invoice:** .....

(issued by the manufacturer)

	Description of the repair being performed	Date, signature, notification number
1.		
2.		
3.		
4.		

	Description of the damage, defect
1.	
2.	
3.	
4.	
5.	