



[www.barwasystem.pl](http://www.barwasystem.pl)

e-mail: [barwasystem@barwasystem.pl](mailto:barwasystem@barwasystem.pl)

Stawiguda/ Katowice .....

## MATERIAL WARRANTY No .....

**Order number :** .....

Order number/ Invoice number : .....

Purchaser :

.....  
.....  
.....

REGON: ....., TAX no: ....., Register no: .....

**Guarantor: BARWA SYSTEM Sp. z o.o. , 11-034 STAWIGUDA, Przemysłowa 21**

**Purchaser is entitled to the guarantee:**

### § 1

#### Subject and validity of warranty

The warranty of quality contains elements such as – products, here in after referred as **Material**, delivered to Purchaser based on order number ..... date ..... and ORDER CONFIRMATION.

1. The guarantor is liable to Purchaser according to issued warranty for all Material and particularly for all commitments mentioned in § 2 point 4
2. Guaranty period 36 months since Material is delivered to Purchaser or other authorized person.

### § 2

#### Responsibilities and permissions

1. In case any hidden defects appear in Material, Purchaser is obligated to inform immediately guarantor (not later than in 3 days since appeared).
2. Notification should be placed within a form (complaint form) which is available on website [www.barwasystem.eu](http://www.barwasystem.eu) (tab on the website “download”) in form write in details founded defects and propose solution. Form should be send to guarantor by mail together with photos of defects.
3. Not fulfilling procedures mentioned in point 1 i 2 cause loss of the guarantee.
4. Mutually signed protokół stating about reasons of defects appearing is base to rectification of defects.
5. Guarantor is obligated according to own choice to rectification of defects or provide new identical Material, if this is not possible of any reason – provide Material with as close as possible parametres with previous one.
6. Guarantor is obligated to act according to point 5 and in dates defined in protocol of reasons of defects appearing.
7. Fullfilling commitment defined in point 5 will be total reimbursing of Purchaser claims mentioned in point 1.

**BARWA SYSTEM sp. z o.o.**

NIP: PL 739-28-75-782

Zakład Produkcyjny i Dział Handlowy  
11-034 Stawiguda, ul. Przemysłowa 21 tel.  
(89) 522-09-10, fax. (89) 522-09-20  
tel./fax. (89) 512 65 96

Zarejestrowana przez Sąd Rejonowy  
w Olsztynie, VIII Wydział Gospodarczy  
Krajowego Rejestru Sądowego pod numerem  
KRS 0000132000 Nr w BDO 000009110  
Kapitał Zakładowy 180.000 PLN

Filia:  
40-683 Katowice, ul. Barcelońska 1  
tel. (32) 290-65-01  
tel/fax. (32) 290-65-00

Produkcja i sprzedaż sufitów oferowanych przez BARWA SYSTEM Sp. z o.o. objęte są certyfikatem ISO 9001:2015.



### § 3 Exclusions

1. Additional conditions of warranty loss, Purchaser loss rights to warranty if:
  - a) Material was not stored in dry, clean and closed room which protect against weather conditions (strong wind, rain, snow),
  - b) Material was not assembled according to instruction delivered with Material,
  - c) Material was not maintained in accordance with instruction provided by Guarantor,
  - d) Material was assembled in rooms with non-standard conditions such as:
    - air humidity above 95%,
    - presence of chemical vapors requiring protection tools,
    - presence of permanent or periodic vibrations (including tumbles and other mining damages),
    - presence of stagnant water or moisture directly affects the Material (eg. due to leakage of the roof, leakage of plumbing, air conditioning etc.),
  - e) Material was assembled in a place where was not intended to use,
  - f) Material has been used more than in standard way, was damaged or used in a wrong way (also if not correct tools and devices were used for installation)
  - g) Warranty does not cover defects Purchaser knew at time he receipt Material.

### § 4 Final provisions

1. Guarantee provisions do not violate the rights and obligations of generally applicable law.
2. All changes in guarantee must be made in written form otherwise shall be null and void.
3. Guarantee was made in two copies, one for each side.

#### **GUARANTOR:**

## **BARWA SYSTEM sp. z o.o.**

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