

## Warranty document for the "NEOtent™ Plus Tent"

### General provisions

1. Litex Promo Sp. z o. o. (hereinafter referred to as the "Warrantor" or "Litex") grants, on the terms of this document, a warranty for the product it sells, i.e. the NEOtent™ Plus tent, exclusively for the direct Purchaser.
2. The warranty period for the product offered by the Warrantor is counted from the date of sale of the goods confirmed by an invoice or receipt.
3. The warranty will be considered upon presentation of the documents referred to in point 11.
4. The manufacturer guarantees that the product has been manufactured with the utmost care.
5. Unless otherwise stated in a separate warranty document, the warranty is granted for the following period:

No.	Product name: Neotent Plus Tent	Warranty period
1	Aluminum structure	5 years
2	Black frame connectors made of polypropylene/polyamide composite	Lifetime
3	Square mounting foot	Lifetime
4	Roof and walls - Smooth sheathing * (resistance to UV radiation on the wool scale is up to 6)	12 months
5	UV warranty - Digital Sublimation Printing* (resistance to UV radiation on the wool scale is up to 6)	12 months
6	UV warranty - Hand screen printing * (resistance to UV radiation on the wool scale is 6 - 8)	12 months
7	UV warranty - Large format screen printing* (resistance to UV radiation on the wool scale is 6 - 8)	18 months

\*Litex, referring to information from suppliers, explains that the presented resistance on the wool scale means the following: scale 6 – resistance to UV radiation in continuous use in summer from 6 to 8 weeks, scale 6 – 8 - resistance to UV radiation in continuous use in summer from 6 weeks to 1 year and 6 months.

Color fastness is determined in laboratory conditions according to PN-EN ISO 105 B02.



6. The Company's products presented in the offer, catalogues, samples or patterns may slightly differ from the final product due to nature of the material, used dyes (spots, stains, provided they do not exceed 1% of the product surface), production or technical capabilities, e.g. printing on fabrics or resulting from different types of printing substrates or places of production. Goods are be deemed to be of full value also in the event of such deviations. The same rule applies to the comparison of imprints or test prototypes and serial prototypes when used.
7. Deviations in width, weight and length are permitted within the generally accepted tolerance of +/- 5 %. For technical reasons, we reserve the right to increase or decrease the delivery volume of goods manufactured with the use of printing equipment by +/- 10%, which is customary in the industry.
8. The operating instructions, usage and maintenance conditions given by the manufacturer, which will be issued with the goods, are considered to be the product operating standards. Lack of instructions and conditions of use and maintenance or the need to obtain any additional information about the goods requires written notification to the e-mail address or fax given in point 9.

#### **Complaints under warranty, settlement of complaints, costs**

9. The Purchaser is obliged to inspect the goods immediately after receipt (if there is no contraindication to do so, the inspection of the goods should take place in the presence of the courier, and in case of invisible damage to the consignment within 7 days) along with writing a note with the courier documenting any damage and remains obliged to immediately notify the manufacturer in writing of any defects. In other cases of disclosure of a defect, the condition for Litex to accept the complaint is: to report the complaint immediately, but no later than 7 days from the date of disclosure of the defect.
10. Complaints are to be submitted in writing to e-mail [reklamacje@litex.pl](mailto:reklamacje@litex.pl) and to the e-mail address of the sales representative of the Seller who was contacted by the Purchaser during



the purchase of goods or by fax: 627375708 or to the address of the Company's registered office by a letter sent with a proof of mailing.

11. Along with the complaint, the Purchaser presents:

- a) description of the defect/fault of the product being complained about, together with additional information concerning the occurrence of the defect,
- b) provide evidence of the defect, including photographs, upon request of the Warrantor,
- c) information about the date of detection of the defect,
- d) any order-related documentation, information about the sales invoice number or other evidence of purchase,
- e) e-mail, telephone number, fax number or address to which the reply to the complaint is to be sent,
- f) a complaint can also be submitted using the complaint form.

12. After a complaint is lodged, the Purchaser will obtain from the Warrantor a written confirmation of its acceptance, containing instructions on the further procedure of the warranty procedure, including the method and form of delivery. Delivery of the product complained about is at the expense of the Warrantor. Delivery of the product complained about takes place in a complete state in the original packaging, and in the absence of the original packaging, the Purchaser will make every effort to ensure that the product is delivered to the registered office of the Warrantor in a safe manner. The Warrantor is not responsible for any damage or destruction of the product resulting from improper packaging or protection of the product complained about.

13. The Warrantor reserves the right to inspect the product complained about in the place of its use at a previously agreed time.

14. The Warrantor decides on the manner of processing and resolving the complaint. If the complaint is accepted, the Warrantor undertakes to remove any defects in the product caused by manufacturing errors and material defects free of charge, or to replace the defective product with a new one free of defects. Two attempts to repair or replace goods or parts thereof are admissible. In the event that the removal of the defect or the replacement delivery



is ultimately unsuccessful, the Purchaser is entitled to demand a reduction in the price. In the event that the removal of the defect or the replacement delivery is ultimately unsuccessful, Litex reserves the right to withdraw from the agreement.

15. Warranty repair is understood to mean activities of a specialist nature and consisting in repair or replacement of a damaged component, excluding activities in the scope of adjustments and inspections according to the instructions accompanying the goods, belonging to the normal use service by the Purchaser.
16. The Warrantor will make every effort to ensure that the complaint is resolved within a period not exceeding 14 days from the date of receipt of the product complained about in the Warrantor's registered office. In special cases, justified primarily by the need to order laboratory tests of the goods complained about, the complaint may be resolved within a longer period, adequate to the situation, of which the Purchaser will be immediately notified.
17. After resolving a complaint, the Company will make every effort to smoothly and quickly remove the defect or replace the goods when it deems the legitimacy of the complaint. In special cases, justified primarily by the extensive scope of work necessary to remove the defect, inventory shortages or inability to obtain goods or replacement parts from suppliers, the deadline for the repair may be extended by the time necessary for its proper performance, of which the Purchaser will be immediately notified immediately.
18. The Purchaser will be informed about the manner of resolving the complaint and about its course in the manner indicated by the Purchaser when filing the complaint (point 10), and in the absence of indication, depending on the manner of filing the complaint to the e-mail address, telephone number, fax number or postal address of the sender of the complaint.
19. In case the Warrantor finds that a complaint is not justified, all costs incurred on this account - including the costs of collection and re-delivery - are borne by the claimant. If a complaint is not accepted and the Purchaser does not have any instructions as to the receipt (or other disposal) of the goods, after processing the complaint, the goods will be stored by the Warrantor at the expense and risk of the Purchaser, and after a year it will become the property of the Warrantor and will be subject to disposal. The provisions of this point do not apply to persons being consumers within the meaning of Article 22 of the Civil Code.



20. The warranty period is extended by the time the product stays in the Service due to a defect detected and reported under the warranty. When the product or a part of the product is replaced by a new one or when a significant repair is made, the warranty period for the product or in the case of replacing a part to this element is renewed counting from the date of delivery of the item (or a part of the item) repaired or replaced, but the duration of the new warranty is reduced to 6 months, except that the duration of the new warranty cannot expire before the date of the original warranty.

#### **Disclaimer of Litex' liability under the warranty**

21. The warranty does not cover damage, alterations and/or malfunction of the product as a result:

- a) from any mechanical damage, excessive load, water hits, etc., chemical, electrical or electrolytic damage, thermal damage, including moisture, fading due to excessive UV radiation, discoloration or contamination with any other substance,
- b) damage caused by incorrect handling, use, maintenance, storage, as well as factors of force majeure (wind, water, etc.) and other random accidents and acts of vandalism,
- c) from damage caused by failure to observe the common rules of use of the products and any other damage resulting from failure to maintain the average care of the user,
- d) from natural wear and tear of the product and its elements, faulty maintenance and introduction of structural changes and/or any other interventions by persons other than those indicated by the Warrantor or use of spare parts not originating from the Warrantor,
- e) from the use of the product after a defect has been found,
- f) from damage caused by incorrect observance of the operating instructions, incorrect installation, incorrect use, failure to observe the manufacturer's recommendations,
- g) cases when the Customer accepts the graphic design and the error was discovered after the receipt of the tent.



### Usage and maintenance conditions

22. Do not use sharp tools such as knives, metal scrapers or caustic cleaning agents to clean the tent.
23. Do not use garden hoses or high-pressure cleaners for cleaning.
24. The canopy material can be cleaned of dust and dirt using a soft, damp cloth.
25. All metal and plastic parts of the tent should be cleaned with a damp cloth, while heavy dirt should be removed with a mild detergent (soapy water).
26. All parts of the tent must be stored in a dry, frost-free room.
27. In order to avoid stains or dirt, before folding the tent it is necessary to:
  - clean the base, frame, canopy sheathing and cover,
  - allow the canopy sheathing and the protective cover to dry completely,
  - pull down the protective cover and store the tent like this.
28. The Customer should carry out a thorough inspection of the tent after the first assembly or before storing the tent.

### Final provisions

29. In matters not regulated by the above provisions, the general terms and conditions of business on website <http://litex.pl/warunki-dostaw-i-gwarancji/> apply, followed by the provisions of the Civil Code.
30. The Purchaser declares that before purchase he/she has read the terms of this warranty and accepts its provisions in their entirety.
31. The warranty is valid for Purchasers of products from Poland and other European Union countries.
32. The warranty does not exclude, limit or suspend the rights of the Purchaser who is a consumer, resulting from the provisions of the Civil Code on warranty for defects of sold goods, including the rights granted by the Act on consumer rights.



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(signature and stamp of the Warrantor, date)

