

WARRANTY CONDITIONS OF OÜ POMEMET

1. General terms

- 1.1 A sales warranty is the seller's (the one who provides a sales warranty) promise to replace or repair the item/product sold, if necessary, under warranty conditions, or ensure that the product meets the requirements laid down in the warranty conditions.
- 1.2 The sales warranty provider is Pomemet OÜ, with registry code 10107710, located in the village of Kadapiku, Kadrina parish, Lääne-Viru County.
- 1.3 To use the rights arising from the warranty, consumers are required to contact Tarvo Lõhmus, CEO of Pomemet OÜ; tel: +372 509 2970; e-mail: tarvo@pmc.ee
- 1.4 The warranty period for the products of OÜ Pomemet shall cover a period of 12 (twelve) months. The period shall start from the date of delivery of the product to the buyer. When the seller (Pomemet OÜ) has an obligation to send the product to the buyer, the warranty period shall start from the delivery to the buyer (the date on the bill or CMR bill). The basis for warranty is a document proving the purchase of the product.
- 1.5 During the warranty period, the buyer has the right to require defects to the product or individual parts of the product, related to manufacturing, materials or construction, to be eliminated by the manufacturer. The manufacturer shall replace the product with a new one only if the repair of the product or the replacement of its component is not possible.
- 1.6 During the warranty period, the buyer is obliged to make a warranty claim in writing within 5 (five) calendar days from noticing the defect to the product. A description of the damage must be accompanied by photos of the damage to the product or its components, and a photo of the product's ID label.
- 1.7 The manufacturer must undertake detailed technical examination of the product to identify the causes of the damage, within 5 (five) working days after a written notice of the guarantee case from the buyer. In the event of a damage covered by the warranty, the manufacturer shall eliminate it within 14 (fourteen) business days after receiving the results of the examination.
- 1.8 Repairs carried out under the warranty conditions shall be agreed only with the manufacturer. The cost of transport for these repairs will be borne by the buyer. The cost of repairs and transport exempt from the warranty will be borne by the buyer.

2. Limitations to warranty claims:

- 2.1 Free repair and product exchange obligations will be annulled under the following conditions:
 - 2.1.1 the damages have occurred due to normal wear and tear of the product;
 - 2.1.2 the damage to the product occurred due to its incorrect installation;
 - 2.1.3 the product becomes faulty due to its use contrary to the technical terms and conditions, safety requirements and purpose;
 - 2.1.4 the product becomes faulty due to maintenance contrary to the terms or conditions in the maintenance guide;
 - 2.1.5 the damage occurs to an extent that the buyer could reasonably prevent;
 - 2.1.6 the faults are caused by mechanical damage, breaking, neglect, unforeseen circumstances (such as a fire, traffic accident, etc.);
 - 2.1.7 the buyer has not submitted a written reproducible claim to the manufacturer within 5 (five) days of the occurrence of the defect and/or the buyer did not give the manufacturer the opportunity to identify the cause of the defect in accordance with the contract.

3. Early termination of the warranty conditions:
 - 3.1 The warranty period shall terminate early when:
 - 3.1.1 the product has been repaired by unauthorized persons, without prior written approval from the manufacturer;
 - 3.1.2 the structure/design of the product has been altered, accessories and spare parts have been installed without prior written approval from the manufacturer;
 - 3.1.3 additional fittings and reinforcements have been installed.
4. If the manufacturer, despite repeated written requests from the buyer, fails to fulfil their warranty obligations under the contract, the buyer is entitled to repair the defective product at the manufacturer's expense. The buyer must, at least five (5) working days before the replacement or repair of the defective product, notify the manufacturer in writing and provide them with a statement of the expected reasonable costs.
5. The buyer may withdraw from the contract, demand the return of the product and get the refund only if it is a defect which cannot be eliminated, or a part that cannot be replaced and even the replacement of a defective product with a new one would not produce results that allow the product to be used purposefully.
6. The occurrence of a claim does not relieve the buyer of the obligation to pay partly or fully for the products by the due date shown on the invoice.
7. The manufacturer's liability for the faults to the product is limited to what is stated above, and based on these warranty conditions, and the buyer has no right to get compensation for other damage to property, or loss of earnings, etc.

Sander Lõhmus

Confirmed on Sept 27, 2018