

WARRANTY CARD



LUXURY FITNESS EQUIPMENT

PENT. sp. z o.o.
Wedrowcow 112
43-300
Bielsko-Biała
Tel. +48 605 959 444
e-mail: info@pentfitness.com

WARRANTY

- 1. The company PENT. Sp. z o.o. with headquarters in Bielsko-Biala (43-300), ul. Podwale 45, having REGON: 365347330, NIP: 5472165082, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Bielsko-Biala, 8th Commercial Division of the National Court Register under number 0000636102, share capital PLN 7,505,000.00, hereinafter referred to as the Guarantor ensures good product quality (i.e. dumbbells, kettlebells etc.) and guarantees the product's efficiency and durability during the warranty period, i.e. 24 months from sale date (unless the equipment is used in a commercial setting, then the warranty period is 12 months).
- 2. The Guarantor declares that the equipment constituting the subject of the Guarantee is free from defects in workmanship and materials . All warranty claims of the User regarding the equipment, its quality and any defects will be dealt with immediately in a manner corresponding to the legitimate interests of the User within 6 weeks from the date of lodging a warranty complaint by the Ordering Party. This time is determined by the time necessary to produce the elements of the product.
- 3. All Defects/missing parts must be reported exclusively through e-mail, not later than within 14 days of the delivery date.
- 4. The Guarantor provides the User with a guarantee for the above-mentioned warranty period, based on a VAT invoice confirming the sale of the product.
- 5. The basis for acceptance of the warranty claim for consideration is written or, alternatively, via e-mail, to the following address: info@pentfitness.com, warranty claim by the Purchaser containing: product name, date of purchase, detailed description of the defect or damage along with additional information concerning the creation of a defect or damage to the product, good resolution photos depicting the defect or damage, the form of the expected compensation.
- 6. Recognition of warranty claims of the User will be tantamount to repairing the product or replacing the product with a product free from defects.



- 7. Product defects revealed during the warranty period will be repaired free of charge, and the repair time should not exceed 28 working days, counting from the date of acceptance of the product defect notification. In the event that the Guarantor considers that the repair of the product is not possible or the cost of repairing the product is significantly higher than the current price of the new product, the guarantor may decide to exchange the product for one free of defects. In this case, the deadline set out in point 2 of this guarantee document will apply.
- 8. The faulty product needs to be delivered to the Guarantor's premises at the Ordering Party's expense. After the repair/replacement, the product shall be delivered to the Ordering Party at the Guarantor's expense (with the exception of point 23)
- 9. The warranty period is extended by the repair time, with the exception of the repair made on the day of the warranty claim.
- 10. The product must be used for its intended purpose and in accordance with health and safety regulations.
- 11. The warranty covers only physical defects found in the product at the time of its sale and handing over to the Ordering Party.
- 12. The warranty does not cover damage to the product caused by the fault of the Ordering Party or the fault of other persons than the Guarantor, and the fault of fortuitous events occurring during the warranty period, in particular resulting from:
- any damage resulting from the installation of the product,
- any damage to the product mechanical, thermal, chemical, flooding, excessive dirt,
- as a result of improper use of the product, use contrary to its intended use and inconsistent with health and safety regulations,
- as a result of improper storage of the product or its improper maintenance,
- as a result of improper shipments to a new place of use or improper transport,
- as a result of any repairs or alterations or constructional changes to the product made by the Ordering Party or other persons than the Guarantor,
- as a result of a fire, flood or other natural disasters or other fortuitous event occurred not due to the Guarantor,
- as a result of direct contact of the product with water and with other liquids and liquid substances,
- as a result of using products, cleaning agents, irritants and aggressive substances (chlorine or other strong bleaching agents should be avoided, products should be cleaned with a small amount of clean lukewarm water and a mild cleaning agent,
- as a result of mechanical damage resulting from impacts, scratches and the use of force,
- damage caused as a result of strong shocks, jumping and undermining the seats of benches or standing on them.
- 13. The warranty does not cover changes in the appearance, shape and volume of wood, resulting from the natural work of wood and material adaptation to the climatic conditions prevailing in the room. Along with the changes in humidity, the wood changes its dimensions, drying up shrinks, but when the humidity increases, it swells. Wood as a natural material can change color, under the influence of UV rays it can brighten or darken.
- 14. Differences in the shade of the fabric or material from which the product is made (e.g. wood structure, lacquer shade), if they come from different production series of the material manufacturer, and the complaint concerns the difference of individual products purchased by the Buyer successively.
- 15. Damage resulting from extreme climatic conditions or environmental factors (for example, acids, moisture, etc.).
- a. Damage resulting from the departure from standard specifications at the Buyer's request.



b. Wooden components used in products, if the complaint concerns minor differences occurring within individual elements; nature of the raw material is the reason for the inability to precisely determine the final aesthetic effect, understood as the color, shade and drawing of wood.

The buyer is obliged to maintain and clean the product, weekly review of technical condition and protection of equipment against weather conditions, humidity and dust.

- 16. The warranty does not cover reimbursement or lost profits caused by a product defect.
- 17. The warranty does not cover the natural wear of the product and its parts that arise as a result of their proper use.
- 18. All replaced defective products or parts thereof under this warranty shall become the property of the Guarantor.
- 19. Repairs under the guarantee will be made in the Guarantor's Plant after returning the product.
- 20. In the case when the product is covered by a guarantee granted by a different entity than the Guarantor, the Guarantor is not liable under the product warranty granted by this other entity. The ordering party may submit his claims resulting from the guarantee indicated above, only directly to the entity that granted the guarantee, on terms and in the period indicated in this warranty document.
- 21. The guarantor bears liability under the warranty only on terms and conditions as well as for the period indicated in this warranty document.
- 22. Based on art. 558 § 1 of the Civil Code, the liability of the Guarantor under the warranty for defects of the product is excluded.
- 23. In the event that the Guarantor determines that the product is free from defects or a defect or damage to the product is not covered by this warranty, the Guarantor has the right to charge the Purchaser with the incurred costs of shipment and/or the product inspection, including the commissioning of the expert opinion (expertise) of the defective product.
- 24. In matters not covered by the above warranty conditions, the provisions of the Civil Code shall apply.

I hereby accept the warranty terms	
Date and signature accepting the guarantee	
PENT Sp. 10.0. ul. Wodowcow 112 43-300 Bielsko-Biała NIO 54/2215727	
Signature of the Seller	Signature of the Buyer