



# Complaint and Return Policy

2023

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## Warranty

1. The Seller ensures the delivery of goods free and clear of physical and legal defects. The Seller is liable to the Customer if the goods have a physical or legal defect (warranty). **Warranty rights are EXCLUDED for Entrepreneurs.**
2. If the goods have a physical or legal defect, the Customer may:
  - a) request a price reduction or withdraw from the Sales Contract, unless the Seller replaces the defective goods with goods free and clear of any defects or removes the defect immediately and without undue inconvenience to the Customer. Instead of the removal of the defect proposed by the Seller, the Customer may request the replacement of the goods free and clear of defects or instead of the replacement of the goods – request the removal of the defect, unless bringing the goods to compliance with the contract in a manner chosen by the Customer is impossible or would require excessive costs compared to the method proposed by the Seller. When assessing the excessive costs, the value of the goods free and clear of defects, the type and significance of the defect discovered, as well as the inconvenience to which the Customer would have been exposed by another method of satisfaction will be taken into account.
  - b) demand replacement of the defective goods with goods free and clear of defects or removal of the defect. The Seller is obliged to replace the defective goods with goods free and clear of defects or remove the defect within a reasonable time without undue inconvenience to the Customer. The Seller may refuse to meet the Customer's request, if it is impossible to bring the defective goods to compliance with the Sales Contract in a manner chosen by the Customer or if ensuring such compliance would require excessive costs compared to the second possible method of ensuring compliance with the Sales Contract. In the cases referred to above, the cost of repair or replacement will be borne by the Seller.
3. The Customer who exercises their rights under the warranty is obliged to deliver the defective item to the Seller's address within 14 days after the date of discovery of the defect. If the Customer who is a Consumer, the cost of delivery of the defective item will be covered by the Seller.
4. The Seller is liable under the warranty, if a physical defect is found within two years from the date of delivery of the goods to the Customer. A claim for the removal of a defect or replacement of goods with goods free and clear of defects will be barred after one year (12 months), with the proviso that this period cannot end before the lapse of the period specified in the first sentence of this section. Within this period, the Customer may withdraw from the Sales Contract or submit a request for price reduction due to a defect in the goods. If the Customer has requested replacement of the goods with goods free and clear of defects or removal of the defect, the time limit for withdrawal from the Sales Contract or submission of a request for price reduction will begin upon the expiry of the time limit for replacement of the goods or removal of the defect, in which the goods were not replaced and the defect was not removed.

## Complaints

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1. Any claims made will be considered on condition that the user has read and followed the recommendations included in the SADDAR® ECO ANCHOR INSTALLATION MANUAL which is attached as Appendix 1 to the Complaint and Return Policy.
  2. All complaints related to the goods or the performance of the Sales Contract should be sent in electronic form to the Seller's e-mail address: [reklamacje@saddar.eu](mailto:reklamacje@saddar.eu).
  3. In the complaint, the customer should include a description of the problem, a report on damage, if any, as well as video materials and pictures of the installation process (necessary condition).
  4. Within 14 days after the receipt of the relevant e-mail, the Seller will respond to the complaint regarding the goods or a complaint related to the performance of the Sales Contract submitted by the Customer.

### **The warranty does not cover:**

1. damage resulting from fortuitous events or other circumstances beyond the manufacturer's control,
2. damage caused by modifications made independently by the customer, damage caused by use, maintenance and storage otherwise than in accordance with the manufacturer's recommendations,
3. use of additional structural or decorative elements that may affect the correct installation of the anchor, Any such elements are not part of the recommended system and the customer uses them at their sole responsibility,
4. defects and damage (which are made known to the customer upon receipt of the product) on account of which the price was reduced,
5. differences in profiles, shades of colour, intended by the manufacturer in the prototype, resulting from the designed plastic and aesthetic features of the product and the characteristics of the raw materials from which the product was made,
6. damage caused by natural wear and tear,
7. products with information attached in the description that a given product is a clearance item,
8. colouring of different intensity and colour changes on products,
9. changes in appearance, if maintenance and installation have not been carried out in accordance with the manufacturer's recommendations,
10. installation of SADDAR® Eco Anchors inconsistent with the manufacturer's recommendations,
11. colour differences depending on the production series,
12. damage caused by accident, unreasonable use, negligence, alteration, improper handling, improper installation, force majeure or any other factor not resulting from defects in materials or workmanship,
13. defects caused by incorrect storage of products that inconsistently with the manufacturer's recommendations.

### **NOTE**

If you notice any defects or damage after receiving the goods, report it immediately to the claims department and do not proceed with the installation until the claim is resolved. Installation of a defective product is tantamount to acceptance of its condition and an installed product is no longer covered by the warranty.

PPHU SADDAR represents that the presentation of products on the website does not constitute an offer within the meaning of the Civil Code and is for informational purposes only.

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Pictures of products/arrangements are for reference and illustration purposes, and the actual appearance and colour may differ from that shown in the pictures.