

Warranty Policy for selected Högert Technik products

1. This document (hereinafter referred to as: Regulations) specifies terms and conditions under which GTV Poland S.A. with its registered office in Pruszków (05-800), 21 Przejazdowa street, entered into the register of entrepreneurs maintained by the District Court for the Capital City Warsaw, XIV Commercial Division of the National Court Register under number KRS 0000938133, NIP: 5342505912, (hereinafter referred to as: Guarantor), an importer and distributor of Högert Technik products, gives a guarantee to Högert Technik products, those entities and individuals who acquired those products directly from Guarantor or from Guarantor's distributors.
2. Högert Technik tool sets specified in Annex 1 to Regulations are subject to a lifetime guarantee of quality.
3. Högert Technik products specified in Annex 2 to Regulations are subject to a 25 years guarantee of quality.
4. Complete list of products covered by the warranty is available at <https://www.hoegert.com> and at Guarantor's registered office.
5. The warranty covers manufacturing and material defects of products created and disclosed during the warranty period solely for the reasons inherent in these products.
6. The warranty begins at the date of purchase of the product resulting from a proof of purchase being a fiscal receipt, or an invoice.
7. The warranty covers products used exclusively for their intended purpose.
8. The warranty does not cover products that have been improperly used, in which structural changes were made and worn out or repaired by the user or a third party.
9. In the event of a physical defect of the product, the user is obliged to:
 - a. immediately refrain from using the defective product from the moment of defect determination,
 - b. provide to the point of sale complete product for the repair with proof of its purchase.
10. For the toolkit referred to in art. 2, the warranty covers only the defective product, not the whole set.
11. Guarantor shall examine the complaint within 14 working days from the date of delivery of product and documents referred to in art. 9 sec. b of the Regulations to the seat of Guarantor.
12. Due to reasons beyond the control of Guarantor, term indicated above may change, particularly if the product requires additional expertise from an expert or if there is force majeure, such as floods, fire, strikes, natural disasters, import restrictions, etc.
13. Defects of the products disclosed during the warranty period will be removed free of charge. The way to remove a defect is determined by Guarantor. If the claim is positive considered, Guarantor will first attempt to repair the notified product. In the event of recognition of the product reparation as unreasonable or when the repair of the product will involve excessive costs, Guarantor will replace the product with a new, or if the product has been withdrawn from the offer or is not in the stock of Guarantor, it will be exchanged for another product with the most similar characteristics and values. If none of the above methods of guarantee can be fulfilled, Guarantor will return to the claimant the value of the product at purchase price documented by a fiscal receipt or invoice.
14. The warranty entitlements will be provided upon presentation of:
 - a. the complete product submitted for warranty,
 - b. proof of purchase in the form of a fiscal receipt or invoice.
15. Complaint procedure:
 - a. The claimant returns the defective product to the distributor of the Högert Technik brand;
 - b. The distributor sends the completed complaint protocol (index, purchase document number, complaint cause, advertiser request, advertiser data like name / company name, contact details) to GTV Complaints Department (reklamacje@gtv.com.pl). A proof of purchase (receipt, invoice) must be attached to the application. Lack of proof of purchase is unequivocal with the rejection of the complaint;
 - c. GTV Complaints Department sends a courier with a receipt to receive a faulty product. The cost of receiving defective product is covered by Guarantor;
 - d. Consideration of the complaint takes no longer than 14 working days from the date of delivery of the advertised goods to the Guarantor;
 - e. The product free of defects (repaired or replaced) will be returned to the distributor at the expense of Guarantor.
16. If Guarantor acknowledges that the product is not affected by the defect or that the defect is not covered by the warranty, Guarantor within the time limit specified in art. 11 will return the product to the distributor at the expense of the buyer. In the event of liquidation of a given distributor, the Guarantor shall, in consultation with the claimant, return the goods to the address of another distributor.
17. The warranty does not apply to:
 - a. defects in the product that the buyer knew or judged reasonably should have known at the time of purchase;
 - b. mechanical damage to the product or its part which is not caused by material or manufacturing defects;
 - c. claims for product specifications as long as they are consistent with the manufacturer's specifications;
 - d. damages or defects resulting from misuse, storage, maintenance;
 - e. effects of unauthorized repairs, alterations or structural modifications made by the buyer or a third party;
 - f. damage caused directly or indirectly by external events such as flood, fire, lightning and others;
 - g. damages resulting from normal wear and tear of materials used in the product, including in particular screwdriver bits and ratchet tools.
18. Guarantor shall not be liable for any damages to property or health resulting from the use of the product and consequent use of the product which is not in accordance with its intended purpose or the operating conditions established by the manufacturer.
19. Guarantor is not liable for direct or indirect damages and losses related to the use or inability to use of the product.
20. Invoice or receipt of the purchase with the date of sale is proof of acceptance of the aforementioned warranty terms.
21. Guarantor is under no obligation to provide for the buyer a replacement tool for duration of warranty repair.
22. The warranty granted under Regulations does not cover products purchased prior to the entry into force of Regulations, unless Guarantor decides otherwise.
23. Disputable issues will be resolved by the Court based on the seat of Guarantor.
24. The Regulations come into force on 1 October 2017.
25. The integral part of Regulations is:
 - a. Appendix 1 - List of products covered by a lifetime guarantee;
 - b. Appendix 2 - List of products covered by a 25 year warranty.