

Manufacturer's General Terms and Conditions of Warranty

CELL-FAST Spółka z ograniczoną odpowiedzialnością

Products provided by CELL-FAST Sp. z o. o. have been made with the use of advanced technologies and materials. They are subjected to demanding tests that check their durability and comfort of use in everyday operating conditions. Our products are covered by a 2-year warranty against manufacturing defects, on the terms and conditions below.

Definitions:

Product (Subject of Sale) – Products from the CELL-FAST offer from the GARDEN group (hereinafter referred to as the Product).

Warrantor (Producer) – CELL-FAST Spółka z ograniczoną odpowiedzialnością based in 37-450 Stalowa Wola, ul. Grabskiego 31, entered by the District Court in Rzeszów, 12th Commercial Division of the National Court Register into the Register of Entrepreneurs of the National Court Register under the KRS number: 0000362780, NIP (Taxpayer Identification Number): 8652537440, BDO 000005460 (hereinafter referred to as CELL-FAST or the Warrantor).

1. The warranty is provided by CELL-FAST Spółka z ograniczoną odpowiedzialnością, based in Stalowa Wola, ul. Grabskiego 31, 37-450 Stalowa Wola.
2. The warranty covers only new products, manufactured by CELL-FAST and sold to the original buyer as products of the CELL-FAST brand. The warranty is granted only to original products, marked with the Manufacturer's logotype, the packaging and colours of which clearly indicate their origin from the Producer.
3. The liability under the warranty covers only defects resulting from the reasons inherent in the sold item, i.e. factory defects of the Product regarding the method of workmanship or material.
4. The warranty period is two years from the date on which the item was delivered to the Buyer.
5. The warranty covers products purchased and used in the territory and countries of the European Union, countries belonging to the European Economic Area and in the countries indicated below: ALBANIA, ALGERIA, ARMENIA, AUSTRALIA, BELARUS, BOSNIA AND HERZEGOVINA, MONTENEGRO, GEORGIA, INDIA, ISRAEL, JAPAN, JORDAN, CANADA, KAZAKHSTAN, SOUTH KOREA, KOSOVO, MAYOTTE, MARTINIQUE, MOLDOVA, NORWAY, NEW CALEDONIA, NEW ZELAND, PARAGUAY, FRENCH POLYNESIA, NORTH IRELAND, THE REPUBLIC OF SOUTH AFRICA, THE REPUBLIC OF NORTH MACEDONIA, REUNION, RUSSIA, SAINT-MARTIN, SERBIA, SWITZERLAND, TUNISIA, TURKEY, UKRAINE, UZBEKISTAN, UK, VIETNAM.
6. CELL-FAST does not provide any warranty for the products purchased and used in a different territory or in countries other than those indicated in point 5 of the General Terms and Conditions of Warranty.
7. In exceptional cases, CELL-FAST may perform its obligations under the warranty in relation to the products purchased and used in a different territory or countries other than those indicated in point 5 of the General Terms and Conditions of Warranty.
8. In order for the Buyer to exercise the rights resulting from the warranty, the following conditions must be met:
 - 1) The Buyer is obliged to have a proof of purchase with a visible date of purchase (receipt or invoice) and to present or send the proof of purchase.
 - 2) The Product has been used in accordance with its intended use indicated in the Manufacturer's recommendations/information.
 - 3) The Buyer did not repair or change the design of the Product on his own.
 - 4) The Product was purchased as a new Product and used only for private purposes, i.e. it was not used for commercial, business or professional purposes, and the occurrence of a defect was proved within the warranty period and a claim was made during this period.
9. For products purchased and used for professional or business purposes, the warranty is provided for 12 months, with no possibility of extension (except for Products with an extended warranty). The extended warranties are detailed on the appropriate sales packaging, in the user manual or on the CELL-FAST website. Second-hand purchased products are not covered by the extended warranty.

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10. The warranty period indicated in point 4 of the General Terms and Conditions of Warranty may, however, differ from the warranty period indicated on the packaging of a given product (extended warranty), in which case the binding warranty period shall be the period indicated on the packaging of a given product, after prior registration of a given product via the website <https://www.registration.cellfast.com.pl/pl>, where products subject to the extended warranty are listed.
 11. The registration referred to in point 10 of the General Terms and Conditions of Warranty, to be effective, should be made within 30 days from the date of purchase of the product.
 12. Failure to register the product in time, referred to above, via the indicated website, results in the acceptance of the warranty for a given product only for the period specified in point 4 of the General Terms and Conditions of Warranty.
 13. The customer is entitled to submit a complaint in person at the point of sale where the product was purchased. Complaints must be made at the place of purchase of the goods in writing within the warranty period within seven (7) days from the date on which the defect was discovered. Such notification should be accompanied by the delivery of the defective product.
 14. Complaints of Customers of the CELL-FAST Online Store <https://www.sklep.cellfast.com.pl> are considered in accordance with the Regulations of the Store <https://www.sklep.cellfast.com.pl/regulamin>.
 15. In order to submit a complaint, the Customer fills in the complaint form and selects the appropriate fields - a statement about reading the warranty terms, as well as a field about giving consent to the processing of personal data in order to process the complaint. After the complaint is submitted to the Manufacturer, it is assigned a registration number of the complaint.
 16. The customer may use the form template, but it is not obligatory. The complaint form is available for download from the website www.cellfast.com.pl. The Buyer is obliged to provide the following data in the complaint description:
 - contact details of the claimant (first name, surname, address, telephone number, e-mail address);
 - name, type, series of the Product;
 - the attached proof of purchase of the Product with the visible date of purchase;
 - a detailed description of the detected defect with an indication of the date of its detection/appearance;
 - photographic documentation showing the Product defect (optional).
 17. The decision to recognize the defect notification, as well as the method of considering the warranty claim, rests with the CELL-FAST company. In the event that the complaint is approved, the product can be exchanged, the warrantor is also entitled to reimburse the purchase amount of the goods, at its own discretion. In the case of discontinued products, the defective product may be exchanged for the closest similar one among the currently produced models.
 18. Z zastrzeżeniem wyłączeń wskazanych w OWG CELL-FAST zastrzega sobie prawo do:
 - 1) exchange the product or
 - 2) refund the purchase price of the goods - only at CELL-FAST's discretion.
 19. The warranty does not cover damage to the Product resulting from:
 - normal use (e.g. scratches or abrasions);
 - natural wear of the product during use;
 - misuse, careless handling, negligence or an accident such as hitting, kicking, dropping or crushing the product;
 - an accident;
 - modification of the Product and technical interference by unauthorized persons;
 - negligence (for example, failure to properly clean the Product after use);
 - wear resulting from the use of the Product;
 - misuse of the Product;

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- long-term exposure to external factors, including weather and sunlight, independent of the manufacturer, and resulting e.g. from improper storage of the Product, including changes in the colour of the Product or the occurrence of rust;
 - exposure to temperatures outside the range stated on the packaging;
 - improper maintenance of the Product, including the use of acids or solvents as cleaning agents;
 - failure to follow the rules of proper maintenance, including cleaning the product after use or storing the product away from sunlight and weather conditions;
 - improper or inadequate storage or care of the product (including rust or discolouration);
 - use of inappropriate methods or cleaning agents, including acids or solvents;
 - exposing the product to particularly aggressive and corrosive environments (for example, marine or industrial environments, or leaving the product in constant contact with water, chemicals, ash, cement or dust).

20. The warranty expires in the case of self-made repairs, modifications and design changes to the Product.
21. Defects disclosed in the components of the Product or in the Product itself, consisting in missing components of the Product/part of the Product (incomplete Product) may be claimed by the Buyer only within THIRTY (30) days from the date of purchase of the product (the date on the proof of purchase shall be decisive).
22. The warrantor is not liable for incidental, indirect, special and consequential damages, including damage or loss of usability of the Product, lost sales, profits or delays, or the inability to fulfil this warranty obligation.
23. This warranty is additional and does not affect other sellers' warranties, it does not limit, suspend, replace or exclude the Buyer's rights under the applicable law in a given country, nor does it affect rights under the sales contract that the Buyer has towards the Seller.
24. Based on the provisions of the Act of August 29, 1997 on the protection of personal data (consolidated text Journal of Laws 1997 no. 133, item. 883) the Warrantor informs that providing the personal data mentioned in point 14 of this warranty, made together with the notification of a Product defect, is voluntary, however, it is necessary for the Warrantor to consider the reported claims and respond to them. By providing his/her data, the Customer agrees to their collection and processing by the Warrantor in order to exercise the rights resulting from the warranty. The Customer has the right to access the shared, processed personal data and to rectify it. At any time, the Customer also has the right to request to cease the processing of personal data, including the revocation of consent to the processing of personal data, as well as the right to object under the conditions specified by law.
25. The Warrantor is obliged to perform its obligations immediately, but not later than within fourteen days from the date of delivery of the goods by the holder of the warranty.
26. CELL-FAST is released from the warranty obligation in the event that its fulfilment is impossible or significantly difficult due to the occurrence of Force Majeure.
27. The Buyer may exercise the rights under the warranty for physical defects of products, regardless of the rights resulting from the warranty.
28. Exercising the rights under the warranty does not affect the Seller's liability under the warranty.
29. The content of the General Terms and Conditions of Warranty is available on the Manufacturer's website www.cellfast.com.pl.
30. General Terms and Conditions of Warranty in the version valid from 01.09.2022.