

Warranty Card

Thank you for your trust and for purchasing Nurt® products. We are proud to provide you with products that are practical, durable and personal. Precise in their form, and rich and complex in their simplicity. Raw thanks to the natural materials they are made of. Perfectly beautiful in their imperfections and uniqueness.

§1 Definitions

The terms used in the Warranty Card shall be understood as follows:

- a. **Warrantor** – Nurt Home Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, ul. Antoniego E. Odyńca 9/4, 02-606 Warsaw, entered into the Register of Entrepreneurs of the National Court Register (KRS) under KRS number 0000791777, Tax Identification Number NIP: 5213869204, Statistical Number REGON: 383680848, e-mail address: office@nurthome.com.
- b. **Warranty Card** – this document, containing a warranty statement and information on warranty terms, the claim procedure applied and the Customer's rights under the warranty, and specifying the extent of the Warrantor's liability.
- c. **Filing a Claim** – reporting a defect in the Goods under the Warranty Card and in accordance with the procedure set out herein.
- d. **NURT®** – a European Union trademark registered in favour of the Warrantor with the European Union Intellectual Property Office in Alicante under number 018046990.
- e. **Goods** – goods marketed by the Warrantor under the NURT® trademark.
- f. **Manual** – a document accompanying all Goods, containing basic information on the Goods and their intended purpose, instructions for self-assembly of the Goods, and the rules for proper use of the Goods, including a description of proper maintenance and care activities.
- g. **Buyer** – a person who has purchased the Goods, including a consumer, i.e. a natural person making a purchase for a purpose not directly related to their business or professional activities, and an entrepreneur (a natural person, a legal person, or an organisational unit without legal personality granted legal capacity by a separate act), conducting business activities on their own behalf.

§2 Warranty Statement

1. The Warrantor provides the Buyer with a warranty on the Goods, which is an assurance of the good workmanship of the Goods and the materials used to manufacture them, and of fitness for the intended purpose, subject to § 3 of the Warranty Card.
2. The Warranty shall cover only physical defects inherent in the Goods.
3. The Warranty shall be valid for **24 months** from the date of purchase of the Goods or, if the Goods are handed over at a later date, from the date of the handover of the Goods.
4. The Warranty shall cover the territory of Poland or the territory of the Buyer's country.
5. If a physical defect is found in the Goods and a claim is accepted, the Warrantor undertakes to:
 - a. repair the Goods free of charge if the defect in the Goods giving rise to the claim can be removed;
 - b. replace the Goods with new, defect-free ones free of charge if the defect in the Goods giving rise to the claim cannot be removed.

§3 Disclaimer of Warranty

The Warranty shall not cover:

- Damage to the Goods resulting from the Goods not being stored or maintained properly or in accordance with the Manual and resulting from the Goods not being used as intended;
- Damage to the Goods caused during assembly not carried out in accordance with the Manual;
- Physical defects in Goods showing signs of self-repair;
- Goods that have been altered or structurally modified in any way by the Buyer itself or on its behalf;
- Goods damaged through the fault of the Buyer, e.g. set on fire or flooded;
- Signs of natural wear and tear, and dirt resulting from standard use of the Goods (intended use);
- Damage to the Goods caused by external destructive forces unrelated to standard use of the Goods;
- Damage caused during transport through the fault of the carrier;
- In the case of wooden Goods or those with wooden components:

- differences in the colour of wooden components between individual components of the Goods or components of a set of the Goods (including those resulting from the natural characteristics of the wood, i.e. the arrangement of the rings);
- characteristics of the Goods resulting from the natural structure of the wood, in particular knots, softness and sensitivity to temperature, resulting in an irregular pattern, deformation due to impact or a constant load, and local colour changes;
- In the case of Goods with upholstered components:
 - upholstery foam deformation caused by the natural ageing of foamed polyurethane structures;
 - staining, discolouration and other colour changes caused by the transfer of pigment from clothing to the upholstered components of the Goods;
- Differences in the shade of the wood, fabrics and varnishes in individual Goods purchased by the Buyer in separate orders for the manufacture of which materials from different production batches were used;
- Colour variations resulting from oxidation differences between top coats due to sun or light exposure, e.g. colour variations between the main table top and partially shaded components or leaves hidden under the table top in a cardboard box. Under normal conditions, colour variations occur uniformly over the entire surface of a product, with the exception of areas that are shaded for long periods of time;
- Characteristics of individual components of the Goods that are a natural consequence of standard use;
- Visible defects in and damage to the Goods that were accepted by the Buyer before the sale and as a result of which the purchase price was reduced.

§4 Filing a Claim

1. If a physical defect in the Goods covered by the Warranty is found, the Buyer shall file a Claim within 14 days of its discovery. We recommend retaining all packaging until the condition of the Goods received has been checked.
2. If the Goods are not as ordered, the Buyer shall file a Claim within 14 days of receipt of the Goods.
3. The Claim shall be filed by e-mail to the Warrantor's e-mail address: hello@nurthome.com.
4. The Claim shall include:
 - a. a description of the defect found in the Goods;
 - b. photographs showing the defect in the Goods;

- c. a copy of the proof of purchase of the Goods, and proof of receipt of the Goods, where necessary to determine that the Claim is filed within the warranty period.
5. The Claim shall be considered on the basis of proof of purchase of the Goods in the form of a receipt or an invoice, or other proof that makes it possible to determine that the Goods come from the Warrantor and the Warranty is valid.

§5 Handling of a Claim

1. Within 14 days of receiving a Claim, the Warrantor shall notify the Buyer – at the e-mail address from which the Claim was sent – whether the Claim has been accepted, specifying how the defect will be removed, or rejected, providing the reasons.
2. If the Warrantor needs to inspect the Goods to handle the Claim, the Warrantor shall request the Buyer – within the time limit and at the e-mail address indicated in paragraph 1 above, to hand over the Goods. The Buyer undertakes to hand over the Goods, packaged for transport, to a courier company indicated by the Warrantor.
3. If the Buyer fails to cooperate in handing over the Goods for inspection, e.g. if it is not possible to determine the date or place of handover of the Goods or if the Goods are not prepared for transport, within 3 months from the filing of the Claim, the Warrantor may reject the Claim.
4. Within 14 days of receiving the Goods for inspection, the Warrantor shall notify the Buyer – at the e-mail address from which the Warranty Claim was sent – whether the Claim has been accepted, specifying how the defect will be removed, or rejected, providing the reasons.
5. The Warrantor may change its decision to repair the Goods and decide to replace the defective Goods with new ones if, upon receipt of the Goods for repair, it becomes apparent that the repair may take longer than 60 days, or the defect in the Goods cannot be removed or its removal is not economically justified or could reduce the quality of the Goods. The same time limits as for exchange shall then apply – from the date the decision is changed.

§6 Performance of Warranty Services

1. Warranty services shall be performed on the basis of a decision issued by the Warrantor upon acceptance of a Claim.
2. If a Claim involving the replacement of defective Goods with new ones is accepted, the Warrantor undertakes to deliver the new Goods within 30 days after the decision accepting the Claim is issued and delivered to the Buyer. Upon receipt of the new Goods, the Buyer undertakes to hand over the defective Goods to the courier to be delivered to the Warrantor

(unless they have already been handed over for inspection). The Buyer shall package the defective Goods securely for transport, using the packaging of the new Goods.

3. If a Claim involving the repair of defective Goods is accepted, the Buyer shall hand over the defective Goods to the Warrantor in accordance with § 5(2) of the Warranty Card, unless the Goods have already been handed over to the Warrantor for inspection in order to handle the Warranty Claim.
4. The Warrantor undertakes to repair the Goods within 60 days of receipt of the defective Goods, sent in accordance with § 5(3) of the Warranty Card, or of the issuance of the decision accepting the Claim, if the decision was issued after the inspection of the Goods. After the repair, the Goods shall be sent by the Warrantor to an address indicated by the Buyer.
5. If only a part of the Goods that can be disassembled and assembled by the Buyer itself is defective (this applies, in particular, to Goods sold in parts to be assembled by the Buyer itself), replacement or repair may be limited to that defective part of the Goods. The Warrantor shall decide whether to replace or repair the part after considering a Claim. In such a case, all the provisions of this Section shall apply *mutatis mutandis* to the defective part of the Goods.
6. If components or materials for the Goods complained about are not available at the time of warranty repair, they shall be replaced with others of equal quality, comparable characteristics and similar value, with prior notification to the Buyer.
7. If, at the time of warranty repair, design solutions used in the manufacture of the Goods have changed due to technological developments, the warranty repair shall be carried out using the newer technology, available at the time of the repair.

§7 Warranty Obligations

1. The Buyer shall cooperate with the Warrantor, including by enabling it to carry out
2. the activities described in the Warranty Card to the extent necessary for the timely performance of the warranty obligations.
3. The Warrantor shall not be in default or late in performing the warranty obligations if they are not performed within the specified period for reasons attributable to the Buyer.
4. The Warrantor shall also not be in default or late in performing the warranty obligations if they are performed after the specified period, if this period of time has been agreed with the Buyer.

§8 Statutory Warranty Rights

The Warranty does not exclude, limit or suspend the Buyer's rights under the laws on statutory warranty for defects in sold items. The Buyer may exercise statutory warranty rights for defects in sold items independently of the rights under the Warranty.

§9 Suspension or Renewal of the Warranty Period

1. If, in the performance of its warranty obligations, the Warrantor has delivered defect-free Goods to the Buyer to replace defective ones or has made substantial repairs to the Goods covered by the Warranty, the warranty period shall run anew from the time the defect-free Goods are delivered to the Buyer or the Goods complained about are repaired. If the Warrantor has replaced or repaired part of the Goods, the warranty period shall run anew in respect of the part of the Goods that has been replaced or repaired.
2. If minor repairs have been made to the Goods, the Warrantor has rejected a Claim, or the Buyer has requested the Warrantor to do something other than repair or replace the Goods, the warranty period shall be extended by the time during which the Buyer is unable to use the Goods.