

QUALITY GUARANTEE
FOR PRODUCTS OF MARMITE SP. Z O.O. WITH ITS REGISTERED OFFICE IN ZAKRZEWO (POLAND)

1. The guarantor is MARMITE Spółka z ograniczoną odpowiedzialnością with its registered office in Zakrzewo, ul. Przemysłowa 4, 62-070 Dopiewo, entered into the register of entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto i Wilda in Poznań, VIII Economic Department of the National Court Register, under KRS number 0000581685 (hereinafter referred to as "**Marmite**"), which is a manufacturer of washbasins, shower trays and bathtubs, made of mineral composite (hereinafter collectively referred to as "**Products**" or individually as "**Product**").
2. The guarantee is only granted to a Marmite customer who has purchased the Product directly from Marmite in the course of its business and the transaction is of a professional nature for the customer (hereinafter referred to as "**Customer**"). The guarantee is not transferable. Marmite shall not be obliged to remedy a defect in a Product under this guarantee if a complaint under the guarantee is made by someone other than the Customer.
3. This guarantee covers the assurance that the Product sold to the Customer is free from defects due to causes inherent in the Product which prevent the Product from being used in accordance with its intended purpose. Marmite guarantees the manufacture of the Products in accordance with the following technical standards:
 - a) for Products that are bathtubs, compliance with PN-EN 14516+A1 2012;
 - b) for Products which are washbasins, compliance with PN-EN 14688:2009;
 - c) for Products which are shower trays - compliance with PN-EN 14527+A1 2012.
4. If the Product is sold as a set with other components (e.g. masking covers, siphons included in one package with the Product), then the provisions of this guarantee shall also apply to these components.
5. The guarantee does not cover Product defects that result from:
 - a) normal wear and tear of the Product (including deposits, surface scratches and scuffs, as well as other marks on the Product resulting from daily use of the Product);
 - b) using the Products in a manner inconsistent with its purpose;
 - c) installing the Product not in accordance with the installation instructions for the Product included in the Product packaging or the installation instructions for the Product found on the website www.marmite.eu;
 - d) storing or transporting the Product not in accordance with the indications (pictograms) placed on the Product packaging as well as with the storage and transport manual for the Products found on the website www.marmite.eu;
 - e) using corrosive, colouring or abrasive agents on the Product, including but not limited to alcohol, inks, lipstick, sanitary cleaners, other aggressive agents containing acids, ammonia, chlorine, and smouldering cigarettes or other objects;
 - f) using water or any other substance on a Product at a temperature higher than that indicated on the label of the particular Product, i.e. 75 degrees Celsius (on Products that are bathtubs or shower trays) and 70 degrees Celsius (on Products that are washbasins);
 - g) failure to care for or clean the Product in accordance with the product care/cleaning instructions provided with the Product; or caring for or cleaning the Product not in accordance with the product care/cleaning instructions provided with the Product or found on the website www.marmite.eu;
 - h) storing or installing the Product at ambient temperatures below 0 degrees Celsius or above 75 degrees Celsius;

- i) mechanical damage to the Product after the release of the Product to the Customer resulting from causes beyond Marmite's control (e.g. a defect in the Product resulting from the Product's fall or the fall of another object on the Product, damage to the Product due to fire or damage to the Product due to pressure on the Product exceeding the technical standard applicable to the Product as indicated in point 3 of this guarantee.
6. Bubbles and other surface irregularities on the underside of the Product (i.e. on the mounting part of the Product or the countertop part of the Product) which are a natural part of the production process are not covered by the guarantee. The correct finish on the Product is only on the top of the Product and on the parts of the Product that are visible after installation according to Marmite's instructions.
7. The guarantee period depends on the type of gelcoat used by Marmite to manufacture the Product and is as follows:
 - a) for a Product with standard gelcoat or Top Solid or Top Granite gelcoat - 5 years from the date of release of the Product to the Customer;
 - b) for a Product with Evermite gelcoat - 10 years from the date of release of the Product to the Customer.
8. The Customer is obliged to report to Marmite a defect in the Product (hereinafter referred to as "**complaint**") immediately, no later than within 3 days from the date of its discovery or no later than within 3 days from the date of notification to the Customer of defects in the Product by the end customer, under pain of losing the guarantee rights. Complaints submitted after the guarantee period regarding the claimed Product has expired will not be recognised. Where circumstances so require, the Customer shall be obliged to take any security measures in order to eliminate or limit the risks resulting from a damage related with the occurrence of a Product defect, whereas taking up security measures cannot breach the conditions and rules resulting from this guarantee.
9. A complaint made by the Customer in connection with a report of defects in the Product by the end customer shall be treated as a complaint by the Customer. Marmite shall not be liable under the guarantee towards the end customer.
10. Complaints shall be submitted exclusively to Marmite, in a document form - an e-mail message, to the following e-mail address teamsupport@marmite.eu unless another method of submitting complaints to Marmite has been agreed with the Customer in the contract concluded between Marmite and the Customer. Complaints submitted in any other way shall not be recognised.
11. Any complaint made in the manner set forth in point 10 of this guarantee shall contain the following elements:
 - a) a detailed description of the defect in the Product;
 - b) photographs of the claimed Product in its entirety and the area affected by the defect (if the Product has been damaged during or after its installation - then the photographs of the claimed Product shall be taken before undertaking any work related to the de-installation of the Product, and if defects have been found at the moment of unpacking the Product - then the photographs of the claimed Product in the original packaging and the photographs of the original packaging from the outside);
 - c) a clear photo of the Product label;
 - d) the date on which the defect in the Product was discovered;
 - e) a description of where the Product was installed and information on how the Product was installed (only if the Product was damaged during or after installation);
 - f) proof of purchase of the Product by the Customer.A complaint that does not contain the aforementioned elements shall not be processed.

12. Submitting a complaint does not require sending the claimed Product to Marmite. However, within 7 days of receipt of a complaint submitted in the manner set forth in point 10 of this guarantee and containing all the elements referred to in point 11 of this guarantee, Marmite representative shall have the right to require the Customer to send - at Marmite's expense - the claimed Product for inspection at Marmite's premises or shall have the right to go to the place of installation of the claimed Product for inspection at the place of installation. Marmite shall not bear the costs of sending the claimed Product to Marmite if the Customer has sent the claimed Product without Marmite's express request. At Marmite's request, the Customer is obliged not to de-install the Product until Marmite has carried out an on-site inspection of the Product.
13. Within 14 days of receipt of a complaint submitted in the manner set forth in point 10 above and containing all the elements referred to in point 11 above, Marmite shall process the complaint and inform the Customer whether it accepts or rejects the Customer's complaint as unfounded. In the event that the Product is sent to Marmite for inspection of the claimed Product at Marmite's premises, the time limit for processing the complaint shall be extended by the time covering the period between the Customer's request to send the claimed Product and Marmite's receipt of the claimed Product. In the case of inspection of the claimed Product at the place of its installation, the time limit for complaint processing shall be extended by the period of time between requesting the Customer to provide access to the place of installation of the claimed Product and the on-site inspection of the claimed Product by a Marmite representative.
14. In the case of the Customer complaint originating from the end customer, Marmite shall not inform the end customer of the outcome of the complaint submitted to Marmite by the Customer. The Customer is obliged to inform the end customer on its own behalf of the processing of the complaint submitted to the Customer by the end customer.
15. In the event of a dispute between Marmite and the Customer as to the outcome of a complaint that has been processed, Marmite shall have the right, at the Customer's request, to have an expert (operating either in the country of installation of the Product or in the country where Marmite has its registered office), who is appropriate to the subject matter of the dispute, draw up an opinion as to the cause of the defectiveness of the Product. In this case, the results of this investigation shall be binding on Marmite and the Customer in full. If the expert's opinion confirms Marmite's position, the Customer shall pay the costs of the expert's opinion.
16. In the event that Marmite accepts the complaint, Marmite or an entity designated by Marmite (hereinafter referred to as: "**authorised Marmite representative**") shall rectify any defects in the claimed Product within 14 days of the date on which the Customer is informed that the complaint has been accepted. However, in the event of a dispute as referred to in point 15 of this guarantee, if the expert's opinion confirms the Customer's position, Marmite or an authorised Marmite representative shall rectify the defects in the claimed Product within 14 days of the expert's opinion being delivered to Marmite.
17. In the event that Marmite rejects the complaint as unfounded, Marmite has the right to require the Customer to reimburse the costs of delivery of the claimed Product to Marmite, as well as the right to charge the Customer for other costs related to the complaint procedure (e.g. expert opinions, site inspections, tests, transport).
18. The removal of the defect in the Product may be effected by: a) delivery of a new Product or b) repair of the claimed Product by Marmite or an authorised Marmite representative or c) refund of the purchase

price of the defective Product. The choice of how to rectify a defect in the Product is at Marmite's sole discretion.

19. If the complaint is accepted, Marmite shall only pay the following costs: (a) in the case of delivery of a new Product, the cost (price) of the new Product and its delivery by Marmite to the Customer, (b) in the case of repair of the claimed Product, the cost of repair of the claimed Product by Marmite or an authorised Marmite representative, (c) in the case of refund of the purchase price of the defective Product, the price at which the Customer purchased the claimed Product from Marmite.
20. Marmite shall not be liable for any undue processing of a complaint or undue rectification of a defect in a Product if the Customer has not provided true and comprehensive information and documents concerning the claimed Product in the complaint.
21. The scope of Marmite's liability under the guarantee has been set out exhaustively in the above points of this guarantee. Within the scope of the guarantee, Marmite shall not be liable in particular for damages resulting from the defectiveness of the Product, nor for any possible loss of benefits (including profits) of the Customer as a result of the defectiveness of the Product.
22. The Customer shall lose its guarantee rights in respect of Products which: a) have been modified in any way without the express written individual consent of Marmite, b) have been repaired without the express written individual consent of Marmite by an entity other than Marmite or an authorised Marmite representative, c) in respect of Products suitable for trimming - have been trimmed contrary to the trimming instructions issued for that Product.
23. The guarantee shall be governed by the Polish law. In matters not regulated herein, the relevant provisions of the Polish Civil Code shall apply.