

General Terms and Conditions of Quality Warranty

I. GENERAL PROVISIONS

1. MJ DESIGN Kramkowski i Hipe Spółka Jawna (MJ DESIGN) guarantees proper functioning of its products.
2. The guarantee covers solely products located on the territory of the Republic of Poland or the country of the Distributor.
3. Complaints shall be lodged at the point of purchase of the product along with a proof of purchase (invoice or receipt) and a warranty card. If a product was purchased directly from MJ DESIGN, the complaint may be submitted electronically to the following e-mail: office@mjdesign.com.pl
4. The condition for acceptance of a product complained about shall be its cleaning as well as packing and protection against transport damage.
5. The product complained about shall be delivered together with the documents referred to in item 3 to the point of purchase. In the event that the complaint is rejected, the product shall be sent back to the Purchaser at their expense.
6. This warranty document is subject to Polish law. In matters not regulated by the Warranty, Polish law shall apply, in particular the Civil Code. Disputes arising from the Warranty shall be subject to the jurisdiction of the Polish court competent for the registered office of MJ DESIGN Sp. J.

II. WARRANTY COVERAGE

1. Liability of the Manufacturer under the provided warranty shall cover only defects resulting from causes inherent in the product (in particular: defects in material, design or workmanship caused through the fault of the Manufacturer).
2. The warranty shall only cover products which are used in accordance with the rules of proper use, operation, maintenance and cleaning included in the assembly manual provided by the manufacturer. Violation of any of these rules shall void the rights under the warranty.
3. Materials, which have been provided by the customer to make the product, shall not be covered by the warranty.
4. Products manufactured according to a design prepared at the customer's request or modifications of products from the guarantor's standard offer (provided that these products, in the guarantor's opinion, comply with safety rules/standards) are covered by a 1-year warranty period.

III. WARRANTY PERIOD

1. The warranty period for MJ DESIGN's products (depending on the type of product) shall apply to products indicated in the applicable price list and on the website: www.mjdesign.com.pl.
2. MJ DESIGN guarantees proper product quality during the following warranty periods from the date of product purchase confirmed by an issued VAT invoice or receipt documenting the sale.
3. The warranty periods specified in these terms and conditions of sale have been established assuming that the products are used in a standard manner, i.e. used by people working one shift 40 hours a week (8 hours a day).
4. Subject to exceptions provided for in this warranty for individual groups of products, the following warranty periods shall apply:
 - a. MJ HOME – 2 years – for home use
 - b. MJ ECONOMIC – 2 years
 - c. MJ PREMIUM – 3 years
 - d. MJ TOP CLASS – 5 years
5. If products are used more intensively, i.e. more than 8 hours a day, the applicable warranty period shall be shortened:
 - e. MJ PREMIUM – 2 years
 - f. MJ TOP CLASS – 4 years
 - g. MJ TOP CLASS – used in a 3-shift system – 1 year
6. If products covered by a 2-year warranty period are used more intensively than 8 hours a day, i.e. contrary to their intended purpose, this shall void the warranty.

IV. OBLIGATIONS OF THE WARRANTY PROVIDER/LOGGING A COMPLAINT

1. Under this warranty, on the basis of a reasonable, correctly and immediately lodged complaint concerning a defect revealed during the warranty period, MJ DESIGN shall carry out the following activities in the following order: remove the defect or repair the product or its part and, in the absence of the above possibility, replace the product (or its part) for a new one, free of defects.
2. If, on the date of delivery, the counterparty has objections regarding mechanical damage to the received product, then it shall draw up a damage report in the presence of the carrier and deliver it to MJ DESIGN together with the warranty complaint.
3. The period of review of a complaint by MJ DESIGN shall be 14 working days of the date of receipt of the complaint.
4. MJ DESIGN shall respond to the warranty complaint within 14 working days, except for item 9, and make a warranty repair within 14 working days of the date of review of the complaint or on another date agreed on and confirmed with the counterparty.
5. If the subject of the complaint is an imported part, and MJ DESIGN does not have it in stock or cannot substitute such a part, this part shall be replaced immediately after its delivery whereby the counterparty shall be notified on the date of resolution of the complaint.
6. If it is impossible to remove the defect or it involves excessive costs, the Warranty Provider can replace the product with another one, free from defects. Any replaced, defective products or parts shall become the property of the Warranty Provider.
7. Refusal to release the product or the part complained about for repair by MJ DESIGN or making it impossible to conduct the repair in the counterparty's premises shall result in MJ DESIGN's release from its warranty obligations and waiver of any claims under the warranty.
8. If the complaint is not accepted, the counterparty shall receive a statement of reasons for refusal to accept it.
9. Repairs carried out by unauthorized persons or use of non-original parts for repair shall void the warranty.
10. Rights under the warranty shall not include the right of the counterparty to claim lost profits or compensation for any damage caused by product failure.
11. MJ DESIGN reserves the right to change and update the product in a way not affecting its general appearance.
12. A warranty complaint shall not give the counterparty the right to suspend payment for the product complained about.

V. THE FOLLOWING SHALL NOT BE COVERED BY THE WARRANTY:

1. Defects caused as a result of assembly inconsistent with the manual or use not according to the intended purpose.
2. Damage caused during transport and handling (not applicable to transport by the Warranty Provider).
3. Natural wear and tear of the product, such as wheels and upholstery materials (including pilling of fabrics) and operational dirt.
4. Mechanical damage to the product caused in the event of action of an external force not related to standard use. Damage caused by sharp tools, writing instruments or action of chemical substances.
5. Use inconsistent with the recommendations included in the user manual, castor/leg/floor damage resulting from incorrect selection from the available options (e.g. use of hard castors on hard surfaces); selection of correct options does not preclude damage which can occur as a result of use of insufficient quality fitted carpets, laminate flooring panels, wood flooring, etc. or be caused by dirt on surfaces (e.g. sand).
6. Damage resulting from extreme climatic conditions or environmental factors (e.g., acids, moisture, etc.).
7. Malfunction or damage caused by improper use, user negligence or use of the product contrary to its intended purpose.
8. Differences in the shades of fabrics in products successively purchased by the counterparty where fabrics from different production batches of the fabric manufacturer were used to make them.
9. Foam deformations as they are related to the natural aging process of polyurethane foam structure.
10. Products after any alterations or design changes and repairs made by unauthorized persons.
11. Mechanical damage to varnish coatings of wooden and metal surfaces caused as a result of poor use.
12. In products with leather upholstery, any visible irregularities in the texture, differences in dyeing and marks are normal characteristics of this raw material.
13. Colour changes, discoloration, colour changes connected with transfer of dye from clothes into the product (e.g. indigo dye transferred from fabric of trousers).
14. Damages (defects) resulting from modifications of products commissioned and performed at the request of the Customer by the Guarantor using materials provided by the Customer, as well as any damages (defects) arising from the use of these materials.
15. Damages (defects) resulting from force majeure.

VI. GENERAL REMARKS ON THE USE OF PRODUCTS:

1. Proper use of products with wooden parts:
 - Temperature from +15 to +30°C
 - Humidity from 40% to 65%.
 - Avoid direct contact with water. Protect from sunlight.
 - Products should not be close to heat sources, e.g. radiators, etc.
2. Proper use of products with plastic elements:
 - Temperature from +15 to +30°C
 - The product is ready for use after approx. 2 hours of unpacking at the destination.
 - Cleaning and maintenance: dust wooden and metal parts using soft, dry cloths.
3. Leather upholstered armchairs and chairs should not stand close to heat sources, e.g. radiators.
4. Leather requires protection against external factors, e.g. sweat, hair grease, dust. Maintenance should be carried out using chemical agents designed for this purpose.
5. Products should be protected against moisture.
6. The upholstery fabric must be protected against contamination with fat, sweat, grease, etc.
7. Avoid exposing the upholstery to strong stress concentrated in one point (e.g. standing on a piece of furniture), it may lead to separation, tear or coming apart of seams and mechanical damage.
8. Upholstered furniture should be used evenly to reduce the natural tendency of the fabric and leather to wrinkle and crease due to prolonged pressure, body heat, and humidity (wrinkles and creases are not defects but a natural phenomenon; the larger the upholstery area, the greater the tendency for this effect to occur).
9. Hard castors are used with soft flooring and fitted carpets.
10. Soft castors are used with hard floors (e.g. PVC, wood flooring, laminate flooring panels).

WARRANTY PERIOD	WORK SYSTEM
5 years – MJ TOP CLASS	1-shift
3 years – MJ PREMIUM	1-shift
2 years – MJ ECONOMIC	1-shift
2 years – MJ HOME	For home use
4 years – MJ TOP CLASS	From 8 to 16 hours (2-shift)
2 years – MJ PREMIUM	From 8 to 16 hours (2-shift)
1 year – MJ TOP CLASS	Over 16 hours (3-shift)

SEGMENT	PRODUCT
MJ HOME	ALTERNATIV, MISTRAL
MJ ECONOMIC	OSI, OSI PLAST, OSI WOOD
MJ PREMIUM	NOW, TIME, LAMBDA Y, 4YOU, GIRO, FLASH, BORA, MISTRAL INT, MISTRAL PLUS, PENNY, FRESH, PAX, LABOR PRO, PRACTIC, MEDIC, SIODLO, TABORET LABOR, SIG, PASSION, MAT, KAPPA, SIGMA, RORA
MJ TOP CLASS	THOR, NORDIC, PHIL, ADRIA, MOON, MONA, ADA, ADA WHITE, POP, CLLASS, ROYCE, PENNY, VEYRON, ACURA, ARUBA, TURAN, TEKK, ELANI, MAKARY, MADURA, LAMBDA LUX, LAMBDA, ERGO COMFORT, SWING, BEA, IBRA, BRETТА, ICK, BEE, ROMA, POUF, SQ, SIC BISS, PIANO, FORTE, OLA 1, OLA 2, STILLE, SMART MODULAR SOFA (SMS), LONGO MODULAR