# Furniture Use and Maintenance Manual.



When creating our furniture, we make every effort to ensure that it is comfortable We select top-of-the-range materials to quarantee durability and safety. We pay extra attention to perfect craftsmanship. However our overriding principle is...**Design first.** 

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# 1. Use and Maintenance Manual: upholstered furniture.

Read the Manual in order to enjoy your new furniture for many years to come and to ensure trouble-free use and complete satisfaction with your purchase.



To move your furniture, make sure that you pick it up by structural elements in the lower section and lift it slightly above the floor.



Never move your furniture around holding it by upholstered elements such as cushions or armrests.

Before moving furniture, protect all upholstered elements to prevent mechanical damage.



Never use sharp tools to unpack furniture after purchasing so as not to damage the surfaces.



After unpacking some upholstered elements can look out of shape. This is due to the tight packing which is necessary to protect the furniture after the completion of the manufacturing process until the delivery to the customer.

If this happens, gently pat the surface of the upholstered element back into shape.



Use the furniture according to its intended purpose. Do not sit on the backrests and armrests of upholstered furniture.



Do not expose furniture elements to heavy localized loads – for example, do not stand on the seats. Otherwise, you can weaken the upholstery, make the furniture prone to mechanical defects (tearing of stitches) and in extreme cases damage the furniture's load-bearing structure.



Always keep your furniture indoors, in a dry room protected from adverse weather conditions. Excessive exposure to sunlight may result in fabric fading or, in the case of leather furniture, in excessive drying.



Upholstered furniture should be kept at a temperature between 15°C and 30°C, and air humidity between 40% and 70%.



Furniture should be placed at least 1 m away from direct sources of heat.



Furniture featuring the sleeping function is designed only for occasional sleeping. Use it according to its intended purpose. When unfolding the furniture, stand facing the furniture at half its width. Do not let children unfold the furniture for safety reasons.



Do not place excessive loads on the elements of the main frame (for example by sitting) in the headrest and footrest areas. Otherwise, you can permanently damage the furniture.

Wrinkles and folds appearing on the surface of upholstered furniture are perfectly normal, particularly on the seats and backrests. They show both on leather and fabric upholstery. Wrinkles and folds arise during normal use including long-term load on the fabric/leather, and contact with moisture and heat generated by the human body.

Consequently, wrinkles and folds are not considered a product defect and are not covered under the warranty.



The warranty does not cover the actual dimensions of upholstered furniture as long as the difference in relation to catalogue dimensions does not exceed 4 cm.

A distinctive feature of some fabrics is pilling, or the formation of small balls of fibres on the fabric surface.

If this happens, use a special brush or a fabric shaver to remove the pills. Be careful so as not to damage the fabric.

Fabric pilling is not covered under the warranty.

Household pets can irreparably damage fabric upholstery. To prevent this, protect exposed areas by using fabric covers.

Remember that furniture covers should not have raised fibres on the contact side with the furniture surface. Otherwise, cover fibres can combine with upholstery fibres, resulting in the formation of fuzz balls which are difficult to remove (fabric pilling).

Some fabrics, such as velour or chenille, have a tendency towards so-called "pressure marks". Because of technological characteristics of such fabrics, normal use involving compression, pressure of sitting, heat and moisture generated by the human body causes fabric shading and visible pressure marks.

This is perfectly normal for fabrics of this type, and is not covered under the warranty.

The processes described above are typical of upholstery fabrics and are not covered under the warranty. They are a regular feature of using upholstered furniture.

# 2. Use and Maintenance Manual: other furniture.

Elements made from solid wood or covered with a natural veneer require special care and proper use.

Follow the simple tips below to prolong the life of your furniture and ensure that it remains visually attractive for many years.



It is vital to ensure that your furniture is used under normal ambient conditions (humidity levels between 40% and 70%, temperature range from 15°C to 30°C), without being exposed to sudden changes in weather conditions



Furniture made from solid wood or covered with a natural veneer can be adversely affected by sunlight.

Arrange such furniture out of direct sunlight.

To protect furniture from discolouration, avoid locations that are directly exposed to sunlight.



Do not expose your furniture to contact with high temperatures. Furniture should be placed at least 1 m. away from a direct heat source (radiator, radiant heater).



# 3.1. Leather characteristics.



scars



wrinkles



stretch marks

Leather is not only the oldest upholstery material but also one of the most unique, refined and desirable upholstery types.

It is easy to maintain and safe for allergic individuals. If properly maintained, leather upholstery will look great for many years.

Similarly to wood, leather is a natural and hence unique material. Every leather hide is different in texture and/or shade. Leather also has a distinct scent which is more intensive in new furniture.

Leather surface can have a variety of natural qualities such as scars, veins, wrinkles and puncture marks. Over the period of use, leather can develop other characteristic features including folds, creases and an increased shine.



veins

differences in texture:



differences in shade:





# 3.2. Leather care and maintenance.

Leather has a protective layer. However, using inappropriate cleaning agents, exposure to direct sunlight and heaters, and improper humidity in the room may quickly lead to the deterioration of leather.

However, if you maintain and care for your leather properly, and follow a couple of simple tips, you can extend the life of your furniture and ensure continuing satisfaction with the product.

#### Dust removal.

The simplest method of cleaning leather goods is regular dry dusting using a dust-attracting cloth or a sponge dampened with a small amount of NOTI Leather Kit.

#### Care

Specialist leather care kits are recommended for regular full cleaning and maintenance procedures. Their frequency should be adjusted to the intensity of use and individual assessment of the degree of soiling. The minimum recommended frequency is once per 6 months.

#### Cleaning.

When cleaning, pay special attention to areas which are heavily stretched and intensively used, and which have contact with human skin and hair (armrests, backrests, headrests, etc.).

Apply a small amount of NOTI Leather Kit on a sponge and use it for cleaning. Remember that the aim of cleaning is to remove soiling rather than spread it around the surface, so remember to rinse out the cleaning sponge regularly. Sponge and foam is the most effective cleaning method. The surface of the sponge is properly aligned in relation to leather pores, and the foam penetrates leather, loosening and trapping dirt.

Sometimes clothing fabrics can be defective.

They can bleed colours and stain furniture covers. This may happen, for example, when furniture is in contact with denim-type fabrics, and is a sign that the clothes are defective.

Furniture stains resulting from colour-bleeding clothes are not covered under the warranty.

#### Maintenance.

After completing the cleaning process, apply a protective cream to the leather surface to ensure proper protection from water, oils and alcohols.

Use a soft cotton cloth to apply the cream to the entire surface, paying special attention to the most intensively used areas (armrests, backrests, headrests, etc.).

Protective creams preserve and impregnate leather, creating a thin colourless (vapour-permeable) coating. As a result, when leather is stained with a liquid substance, it stays on the surface without penetrating into the material. The first maintenance procedure should be performed immediately after purchasing a leather item to reduce the risk of stubborn stains and make cleaning easier in the future.

An appropriate leather care programme slows down the leather deterioration process and ensures effective leather protection.

The four simple treatments (dusting, care, cleaning and maintenance) help to maintain leather furniture in a perfect condition for many years. Furniture upholstered in natural leather should be protected from contact with human skin and sweat, and fats of animal and plant origin. Pay special attention to household pets around your furniture, as they can irreparably damage upholstery fabrics, leather and other furniture materials.

## 4.1. Fabric characteristics.

NOTI offers top-quality fabrics designed for furniture used both in households and public spaces. The range includes Alcantara, Trevira CS, wools and sophisticated fabrics with unique textures available in a full colour palette.

Based on production technology, they can be divided into chenilles, velours, artificial leathers and others.

#### Alcantara.

An innovative material which is very soft, extremely durable and easy to maintain. The secret of alcantara's advantages lies in its distinctive structure. The material is composed of polyurethane and polyester microfibres which are twenty times thinner than human hair.

Polyester gives alcantara increased durability, and polyurethane – exceptional softness.

To restore alcantara furniture to its original condition, simply use soap water. Genuine alcantara is one of a kind and cannot be mistaken for anything else. Alcantara used by Noti holds a certificate of authenticity.

Noti is an authorized alcantara dealer in Poland.

#### TreviraCS.

C= comfort, S= security. A trade name of textiles which are made in 100% of flame retardant polyester fibres or yarns, and are suitable for furnishing public utility buildings. The textiles are a perfect solution for hotels, boarding houses and other public buildings. TreviraCS fabrics are also becoming increasingly popular with retail customers.

#### Synthetic leather.

A special finishing technology has made it possible to obtain a material which looks like genuine leather and has similar functional characteristics. Synthetic leather is very soft and has a very natural texture. At the same time, it exhibits excellent strength characteristics. Also, it feels very pleasant to the touch.

Synthetic leather is composed of a base layer (cotton fabric) with a functional polyurethane coating.

Synthetic leather is used as an upholstery material in furniture designed for the home and public utility buildings (hotels, restaurants, cafés). Synthetic leather furniture should be regularly cleaned on the surface with a sponge or a soft brush lightly dampened in water with hard soap. Next, the furniture should be cleaned with a moist cloth and wiped dry.

To remove soiling or stains, also add a mild detergent to warm water. Stains must be removed as soon as possible to avoid permanent staining. Never use products containing solvents (e.g. alcohols) for cleaning. Do not use any cleaning agents containing oil or fat.

#### Flock.

Flock is a material produced by electrostatic deposition of small polyamide (nylon) fibres onto an adhesive-coated surface.

In its final form, the material has an increased abrasion resistance. It is easy to keep clean: most household stains can be removed using soap water. Also, it does not get damaged during washing. However, flock can be irreparably damaged after contact with solvents.

#### Chenille.

A fabric made of chenille yarn. Due to its composition (usually viscose or acrylic), chenille is not particularly abrasion resistant, and its applications tend to be limited to household furniture.

A weave of chenille yarn gives fabric a soft visual texture. Designers have a broad variety of yarns to choose: from soft fibres to shiny silky threads. Their diversity makes it possible to achieve truly outstanding visual effects. To maintain chenille-upholstered furniture in an excellent condition, you need to remove dirt from the fabric on a regular basis. Chenille should be dusted and cleaned frequently.

Viscose yarn chenille can only be dry-cleaned.

#### Velour.

Velour is a general name used to refer to soft fabrics with a raised pile (nap) resulting from the use of an additional weft or warp. After weaving, the fabric is brushed and shorn. Consequently, the shading is uneven. During use, due to the effect of sitting, body heat and moisture, and exposure to air, velour has a tendency to show pressure marks. They should not be regarded as a fault but rather as a unique characteristic of this fabric type. To maintain the upholstery fabric in a good condition for a long time, you should regularly vacuum it with a special attachment for upholstered furniture at a low suction power.

#### Wool.

Woollen fabrics are luxurious upholstery materials made entirely from natural wool or enriched with other fibres, such as polyamide. Felt finishing provides a fine-looking soft surface, and creates the effect of a cosy seat inviting the user to "sink" in its comfort.

Wool is easy to maintain. Furniture should be regularly dusted, dry-cleaned or wiped with a moist cloth.

Remember that felt can be affected by pilling.

Wool is a natural and environmentally-friendly material.

#### Cotton.

Cotton is a natural fibre, highly resistant to stretching and abrasion. Cotton fabrics are soft and pleasant to the touch; however they tend to form creases easily.

Upholstered furniture is usually produced from cotton blends with linen, viscose and polyester. These additions improve the functional qualities of cotton and make it easier to clean.

Cotton fabrics are very practical in use.

## 4.2. Fabric care.

To ensure proper fabric care, you should follow general rules applicable to upholstery fabrics used in furniture. Use the simple tips below to prolong the life of your furniture and ensure continuing satisfaction with the product.

#### Dust removal.

Remove dirt from the surface on a regular basis. Dust the fabrics once a week using a vacuum cleaner or manually with soft brush. Avoid excessive rubbing so as not to damage the fibres. Gently shake off dust from all furniture elements with removable fabric covers, preferably outdoors.

#### Care.

Fabrics with a raised pile (chenille, velour, synthetic nubuck, etc.) require regular brushing with a soft clothes brush. In this way, you avoid pile compression on the surface of the fabric, especially in intensively used areas.

The pile preserves its structure, and the surface remains gentle and pleasant to the touch.

Colouring agents used for dyeing fabrics are sensitive to sunlight. If possible, avoid arranging furniture under direct exposure to sunlight.

#### Stain removal.

Before using an upholstery cleaning agent, test it over a small invisible place on your furniture to avoid damaging the fabric (e.g. discolouration caused by aggressive cleaning activity).

To clean spills (e.g. coffee) from the surface, first blot the stain with a napkin or a clean absorbable cotton cloth. Next, remove solid impurities (e.g. coffee grounds) and proceed to stain removal.

Otherwise, instead of cleaning the stain, you spread it over a larger area or push it deeper into the fabric fibres.

When removing stains using a perchlorate-based stain remover in a water solution, avoid excessive wetting of the fabric. After removing the stain, dry the cleaned area as soon as possible to avoid water stains. After removing the stain, dry the cleaned area as soon as possible to avoid water stains.

Fabrics with a raised file should be brushed during drying to prevent fibres from clustering and restore their volume.

Remove any excess of the cleaning agent or water by gently patting the stain with a clean white cloth.

Do not rub the stain vigorously, as it can damage the structure of fibres.

Upholstery can also be stained by noncolourfast textiles, e.g. denim-type fabrics.

Clothing fabrics which still bleed colours after many washes, leaving stains on the upholstery, are defective. Such stains should not be regarded as a fault of the upholstery.

Any stains resulting from contact with denim-type fabrics are not covered under the warranty.

## 5. Wood and veneers.

A number of furniture elements are made of raw materials requiring proper care and maintenance. One of such materials is wood.

Wood has a range of distinctive qualities which should not be seen as faults or defects. Quite the opposite, such features are inherent to the organic nature of the material. Products made from solid wood or natural veneers can exhibit differences in the arrangement and width of rings. Such differences are a natural anatomical property of wood.

Well-defined layers of light and dark wood visible on furniture elements are nothing else than annual rings.

Wood elements which are dyed and varnished can differ in their shade. All wooden or veneered elements can change colour following exposure to external factors.

Such properties of natural veneers are not a defect, but rather a guarantee of authenticity of elements used in the production process.

Such qualities present in furniture are not covered under the warranty.

Elements made from wood or finished in natural veneer should be dry dusted using soft cotton fabrics.

After preliminary cleaning, elements should be treated with mild agents for the maintenance of furniture finished in natural veneer, following the manufacturer's instructions on the packaging.

# 6. Glass elements.

Some furniture items are equipped in glass elements.

Glass is a visually appealing material, however it requires special care and attention during use.

Glass elements should not be placed under excessively heavy loads. Another risk is glass exposure to sudden changes in temperature. Avoid placing hot objects (e.g. with temperatures exceeding 40°C) on glass elements by using coasters.

Do not slide objects on glass panels to prevent scratches.

Glass should be cleaned with a soft cotton cloth, using glass cleaning and care agents. Follow the manufacturer's instructions on the packaging.

## 7. Metal elements.

Contemporary design would not be complete without metal elements. Some furniture items are equipped with chromed, stainless or varnished steel elements.

To keep them in pristine condition, make sure that metal elements are not in contact with water which can cause staining and discolouration.

Some of the invisible metal elements can be discoloured or rough on the surface.

These features are a result of technological operations employed during the production process.

They are intrinsic properties of metal elements and, as such, they are not covered under the warranty,

Metal elements should be cleaned with a soft dry cloth to ensure Their long service life and prevent the formation of scratches on the surface.

# 8. Solid surface.

Furniture production also makes use of solid surface-type materials which have highly attractive visual qualities.

To keep furniture made from solid surface materials in flawless condition, you need to follow a couple of basic tips.

To remove stains, use a dampened cloth and a mild cream cleaner. Treat stains immediately. Do not place hot items directly on solid surface materials.

Use coasters to protect the surface from heat. Hot liquid can damage the material surface.

# 9. Melamine panels and varnished MDF.

Some furniture items of our brand are made from varnished and melamine board.

When using such products, you are advised to follow a couple of care and maintenance tips.

#### Smudge prevention.

Smudges usually arise when the furniture surface is cleaned with repeatedly used cloths or chamois – and when organic cleaners are combined with cold water.

To prevent smudges and shades, wipe the surface with a cloth moistened in warm water and then dry it with paper towels or microfibre cloths.

Recommended methods of cleaning soils of different severity:

#### Light fresh soiling.

Wipe the surface with paper towels, clean soft cloths (dry/wet) or a sponge. After wet cleaning, dry the surface with an absorbent paper towel or a microfibre cloth.

#### Normal soiling resulting from prolonged use.

Clean the surface with a clean cloth, a microfibre cloth, a soft sponge or brush moistened in warm water.

Use commercially available cleaners, hard soap or other soap types not containing colouring agents.

Make sure that the cleaning agents are not abrasive.

Wash the surface with water and then wipe it dry using clean absorbent cloths or paper towels.

NOTE: Always use cleaning agents according to their intended purpose.

# 10. Warranty Certificate.

Congratulations on making the right decision and choosing the products of our brand. NOTI offers you high reliability and manufacturing precision, achieved thanks to the company's huge experience in designing and manufacturing prestigious furniture. In this Warranty Document you will find information regarding the warranty conditions and the applied complaint procedure.

## Warranty terms and conditions.

### §1

1. This document (hereinafter referred to as: **Warranty Document**) governs the scope of the Warrantor's liability and the rights of the Purchaser resulting from the warranty granted in this Warranty Document,

- 2. **Warrantor** for the purpose of this Warranty Document is NOTI spółka z ograniczoną odpowiedzialnością (NOTI limited liability company) having its registered office in Poland, in Tarnowo Podgórne, ul. Sowia 19, 62-080 Tarnowo Podgórne, entered into the Register of Entrepreneurs of the National Court Register (KRS) kept by the District Court for Poznań Nowe Miasto i Wilda in Poznań, VIII Division of the National Court Register under the KRS number: 0000440205, tax identification number NIP: 7811881529, statistical number REGON: 302273135, e-mail: biuro@noti.pl
- 3. **Purchaser** for the purpose of this Warranty Document is both a consumer a natural person making a purchase not connected directly with his or her business or professional activity, and an entrepreneur a natural person, a legal person or an organisational unit without legal personality, granted the legal capacity in accordance with a separate law conducting business activity on its own behalf.
- 4. **Warrantor's Representative** for the purpose of this Warranty Document is a unit purchasing the Products offered by the Warrantor, on the territory of the country covered with this Warranty, pursuant to § 2 section 3 of this Warranty Document.

- 5. **Products** for the purpose of this Warranty Document are any commodities manufactured by the Warrantor, sold by the Warrantor or by the Warrantor's Representative under the "NOTI" trademark on the territory of the country indicated in § 2 section 3 of this Warranty Document.
- 6. Warranty Claim for the purpose of this Warranty Document is the Purchaser's claim towards the Warrantor submitted by the Purchaser to the Warrantor's Representative in connection with Product complaint according to the instructions included in this Warranty Document.

- 1. The Warrantor issues a Warranty (hereinafter referred to as: Warranty) for the Purchaser for Products manufactured by the Warrantor, which constitutes the assurance of proper manufacturing quality of the Products and materials used for the purpose of production process, and of proper functioning of the Products as intended by the manufacturer, under reserve of the provisions included in § 3 section 1 of the Warranty Document.
- 2. The Warranty covers defects caused by reasons attributable to the manufactured Product.

- 3. The Warranty remains valid on the territory of Europe and covers the Products offered by the Warrantor, purchased, used and located on the territory of this country at the moment of bringing forward the Warranty Claim as well as during its investigation and execution of the Warranty. The Warranty also covers the Products purchased in Poland, sent as per the Purchaser's order to the territory of Europe, if the Products are being used on the territory of this country at the moment of bringing forward the Warranty Claim as well as during its investigation and execution of the Warranty.
- 4. The Warranty period is 2 years starting from the date of Product delivery to the Purchaser.

- 1. The Warranty does not cover:
- a. defects and damages of the Product that occurred after the delivery of the Product to the Purchaser for reasons that are beyond the control of the Warrantor, especially mechanical damages, unless these damages are caused by reasons attributable to the manufactured Product, i.e. the damages result from improper manufacturing of the Product,

- b. Product damages occurred as a result of Product handling against the Usage Instructions attached to the Product, including especially the damages resulting from the use, storage and maintenance of the Product against the Usage Instructions,
- c. Product damages resulting from Product alterations of repairs performed by the Purchaser or by third parties as per the Purchaser's order,
- d. slight differences in the colour of materials and differences resulting from natural features of raw materials used during the Product manufacturing,
- e. slight differences between the sample from the Warrantor's sample catalogue and the Product received, resulting from the influence of external factors on that sample,
- f. any damages of materials entrusted by the Purchaser and occurred before the transfer of material to the Warrantor or caused by reasons attributable to the entrusted material.
- g. glass components of the Product,
- h. differences in the softness of seatings in Products with additional functions (sleeping function, storage compartment),

- i. features of fabrics and leathers caused by the natural usage of the Product,
- j. features of lacquered, melamine-coated, metal, glass and Solid Surface components resulting from the natural usage of the Product,
- k. defects and damages of the Product visible at the moment of Purchase and resulting in the reduction of Product price,
- I. changes in colour of the Product's cover caused by the contact with staining clothing materials such as jeans.
- 2. The guidelines regarding proper use of the Products, including the description of maintenance steps and proper cleaning are included in the Usage Instructions attached to the Product together with this Warranty Document.

1. Basis for the investigation of the Warranty Claim is the proof of purchase of the Product, meaning an invoice or receipt, or another proof of purchase confirming that the Product in question comes from the Warrantor and confirming that the Warranty period has not expired yet.

- 2. If a Product damage appears, the Purchaser shall submit the Warranty Claim by the agency of the Warrantor's Representative directly at the location where he purchased the product. Warranty Claim may also be submitted in electronic form by sending a Warranty Claim to the e-mail address of the Warrantor's Representative in the location, where the Product complained about has been bought.
- 3. If the Product complained about has been bought from the Warrantor or the Warrantor's Representative in Poland and has been sent to the territory of Europe as per the Purchaser's order, the Warrantor or the Warrantor's Representative may provide the Purchaser with contact details to the Warrantor's Representative, having his registered office in this country, if the Product complained about is located in this country at the moment of bringing forward the Warranty Claim as well as during its investigation and execution of the Warranty. The Warrantor's Representative will perform any tasks with regard to the Warranty Claim on behalf of the Warrantor.
- 4. In order to facilitate the investigation of the Warranty Claim, the Purchaser shall submit the Warranty Claim according to the template attached to this Warranty Document, providing in the Warranty Claim all the required information specified in this template.

- 5. The Purchaser shall attach photo documentation to the Warranty Claim, showing the Product defects that constitute the basis of the complaint.
- 6. If the submitted Warranty Claim together with the attached photo documentation turns to be insufficient for the investigation of the Warranty Claim, it will be necessary to prepare an expert opinion of the Product complained about (hereinafter referred to as: Expert Opinion).
- 7. Should it turn necessary to prepare an Expert Opinion, the Warrantor or the Warrantor's Representative shall prepare it on the premises where the Product complained about is located, as indicated by the Purchaser in the Warranty Claim, having previously agreed with the Purchaser on the exact date when the Expert Opinion shall be performed, or the Warrantor or the Warrantor's Representative shall collect the Product complained about from the Purchaser and perform the Expert Opinion outside of the premises, in the factory.
- 8. The Warrantor reserves that in exceptional situations the investigation of Warranty Claim may be possible only after performing direct Product examination by the Warrantor or after performing additional examinations or consultations with material or component provider, or after performing other necessary actions.

Warrantor shall exercise due diligence to ensure that these actions will be taken as soon as possible, having previously agreed with the Purchaser on the exact way of proceeding during the investigation of Warranty and deadlines for the required actions.

### § 5

- 1. If the Warranty Claim will be acknowledged and the Product defect that constitutes the basis of the complaint can be remedied, the Warrantor or the Warrantor's Representative shall perform Product repair (hereinafter referred to as: **Warranty Repair**).
- 2. If the nature of Product defect does not require the defect to be remedied in the factory, the Warranty Repair should be performed on the premises where the Product complained about is located, as indicated by the Purchaser in the Warranty Claim, having previously agreed with the Purchaser on the exact date when the Warranty Repair shall be performed.
- 3. If the nature of Product defect requires the defect to be remedied in the factory, the Warranty Repair should be performed outside of the premises where the Product complained about is located, as indicated by the Purchaser in the Warranty Claim.

In such case, the Warrantor or the Warrantor's Representative shall collect the Product complained about or its component that needs to be repaired from the Purchaser and after performing the Warranty Repair the Warrantor or the Warrantor's Representative shall deliver the repaired Product or its component to the Purchaser.

- 4. Should it turn out during the Warranty Repair that the same components or materials of the Product complained about will not be available any more, they will be replaced with other components or materials of the same quality, comparable features and similar value, having previously agreed with the Purchaser on that.
- 5. Should it turn out during the Warranty Repair that the construction solutions applied during manufacturing of such Products as the Product complained about, have been modified due to continuous technical development, the Warranty Repair will be performed in accordance with the latest technology solutions that will be available at the moment of Warranty Repair.

- 1. In case if the Product defect cannot be remedied or if such remedy cannot be justified due to economic reasons, or if such remedy could possibly lower the Product quality, the Warrantor shall replace the Product complained about with a new Product free of defects and of the same kind as the Product complained about.
- 2. In case if the replacement of the Product complained about with a new Product free of defects will not be possible, especially when the Warrantor will not have the Product of the same kind as the Product complained about at his disposal, the Warrantor shall reimburse to the Purchaser the difference between the price paid by the Purchaser for the Product complained about and the price of the Product complained about considering the occurred defect, but not more that 10 % of the price paid by the Purchaser for the Product complained about.

1. Warrantor shall perform his Warranty obligations specified in § 5 and 6 of the Warranty Document within 60 days from the day, when the Purchaser submitted the Warranty Claim, or if he states

that the Warranty Claim is unjustified, he shall inform the Purchaser about the rejection of the Warranty Claim within this period.

- 2. The Purchaser is obliged to cooperate with the Warrantor or with the Warrantor's Representative and enable him to perform the necessary actions, so that it will be possible to perform the Warranty obligations within the specified term. The Warrantor will not be in default or delay with the execution of Warranty obligations, if these obligations will not be performed within the specified term for reasons that the Purchaser is responsible for.
- 3. The Warrantor will not be in default or delay with the execution of Warranty obligations in case when these obligations will be performed after the expiry of the specified term, if it has been agreed on with the Purchaser.

## § 8

This Warranty does not exclude, limit, suspend or violate the rights of the Purchaser resulting from the provisions granted to the Purchaser as a consumer, as well as from the provisions regarding the statutory warranty for defects of the Product, applied in the country covered by the territorial scope of this Warranty. The Purchaser may exercise the aforementioned rights regardless of the rights resulting from this Warranty.

- 1. If the Warrantor or the Warrantor's Representative in performance of the warranty obligations provided the Purchaser with a Product free of defects instead of the defective Product or performed substantial repairs of the Product covered with the Warranty, the Warranty period runs anew from the moment of delivery of the Product free of defects to the Purchaser or from performing the repair of the Product complained about. If the Warrantor or the Warrantor's Representative has replaced any part of the Product, the Warranty period runs anew for this part of the Product that has been replaced.
- 2. In other cases the Warranty period shall be extended by the period when the Purchaser was unable to use the Product covered with the Warranty due to the Product defect.

## § 10

1. The provisions of this Warranty and legal relationship established between the Warrantor and the Purchaser shall be governed by the laws of Poland, under reserve of the provisions set forth in § 9 of the Warranty Document.

- 2. For matters not governed by this Warranty Document the provisions of Polish law, especially the provisions of the Polish Civil Code shall be applied.
- 3. Any and all disputes between the Warrantor and the Purchaser not being a consumer, resulting from the interpretation or execution of the Warranty shall be settled by the Polish competent court having the jurisdiction over the Warrantor's registered office.



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