

TERMS AND CONDITIONS OF THE “6-YEAR WARRANTY” PROGRAM

Please read the document below concerning the rules for using the free 6-Year Warranty Program. If you have any questions or doubts regarding the operation of the Program, please contact us at 6lat@SHIMA.pl.

§1

General Provisions

1. These Terms and Conditions (hereinafter: the “Terms and Conditions”) define the rules of operation of the “6-Year Warranty” Program (hereinafter: the “Program”) and the conditions for participation in the Program.
2. The Program is organized and managed by SHIMA Spółka z ograniczoną odpowiedzialnością Sp. K., Al. Jana Pawła II 80/39, 00-175 Warsaw, Poland, NIP: 5252771053 (hereinafter: the “Organizer”).
3. The Program runs from the date of announcement of the Program Terms and Conditions, i.e. 20.05.2021, until further notice.
4. The Program is organized within the territory of the Republic of Poland.
5. The guarantor under the terms specified in the Terms and Conditions is SHIMA Spółka z ograniczoną odpowiedzialnością Sp. K., Al. Jana Pawła II 80/39, 00-175 Warsaw, Poland, NIP: 5252771053.

§2

Conditions for Participation in the Program

1. The Program is intended exclusively for adult natural persons registered in the Organizer’s IT system who make purchases from an authorized dealer of SHIMA brand products (hereinafter: the “Program Participant”).
2. Each Program Participant may participate in the Program only personally, and their participation as well as the benefits and rights obtained under the Program may not be transferred to third parties. In particular, rights arising from the Warranty may not be transferred to third parties together with Products purchased by the Program Participant.
3. Each Program Participant may register a product in the Program only once.
4. In order to join the Program, the Program Participant must fully and truthfully complete the electronic registration form for the Program Participant available at shimaofficial.com/6-years/, while also registering the Product.
5. A condition for registration via the website is the Program Participant’s acceptance of the provisions of the Terms and Conditions and consent to the processing of data by the Organizer for the purpose of product registration.
6. The entity submitting an application to participate in the Program obtains the status of a Program Participant upon confirmation of their participation by the Organizer. The Organizer reserves the right to reject the application form in justified cases, e.g. incomplete, incorrect or false/fictitious data. The Organizer is not obliged to inform the entity submitting the application that the application form has been completed incorrectly.
7. All information concerning the Program shall be sent to the e-mail address provided by the Program Participants in the application form.

§3

Rules of the Program

1. The purpose of the Program is to grant Program Participants a 6-year warranty (hereinafter the “Warranty”) for the products participating in the Program indicated in the registration form (hereinafter: the “Products”), purchased from authorized SHIMA brand dealers, under the terms and upon fulfilment of the conditions set out below.

2. The current list of Authorized Dealers is published at <https://SHIMA24.com/pl/dealerzy> and may change during the term of the Program.
3. The current list of products participating in the Program is available in the registration form and on the SHIMA brand website. If stocks of products covered by the Program are exhausted, the Organizer is entitled to update the list of products.
4. The purchased Product must be registered within 30 days from the date of purchase stated on the receipt, and the product should be purchased at the full suggested retail price.
 - 4a. Until 30.04.2023, applications shall be verified according to the 2022 price list.
5. A necessary condition for using the extended Warranty for the Products is the presentation by the Program Participant of the original receipt/proof of purchase of the Product from an authorized SHIMA brand dealer, which must clearly identify the place of purchase of the Product, the date and the name of the Product. Possession of the aforementioned documents is the basis for recognizing the extended Warranty, provided that it confirms the purchase of the Product on a date when it was included in the current list of Products.
6. Verification of the application and information by e-mail, sent to the e-mail address indicated in the application, regarding its positive or negative consideration shall take place within 30 days from the date of product registration.
7. The Warranty covers:
 - physical defects caused by the manufacturer,
 - only Products used by the Program Participant in accordance with their intended purpose.
8. The Warranty does not cover:
 - mechanical damage to the Product,
 - natural wear and tear of the Product,
 - products with obvious defects visible on the date of purchase,
 - damage resulting from improper maintenance,
 - the comfort of the Product, meaning improper fit to the body shape or preferences,
 - products purchased outside the network of authorized SHIMA brand dealers,
 - membranes, as a material that loses its properties over time.
9. The Organizer has the right, at its sole discretion, to refuse to accept a complaint for consideration if the Program Participant does not submit the complaint at the time the defect occurs or is revealed and continues to use the Product.
10. Warranty handling:
 - within 2 years from the date of purchase of the Product, the Program Participant submits the complaint at the place of purchase by filing an appropriate written complaint,
 - after 2 years from the date of purchase of the Product, the Program Participant submits the complaint by completing the COMPLAINT FORM available at shimaofficial.com/6-years/ and sends it to the Organizer,
 - the time for considering the complaint by the Organizer is 30 days from the moment the Organizer receives the complaint,
 - a photo of the Product and a copy of the receipt/proof of purchase must be attached to the form,
 - if the Organizer considers the complaint justified as a result of the Warranty conditions being met, the Program Participant, after receiving notification from the Organizer that the complaint has been accepted as justified, is obliged to send the complained-about Product at their own expense to the Organizer's complaints department,
 - the Warranty covers only repair of the Product,
 - if the Organizer determines that repairing the Product is not justified, the Organizer undertakes to sell the Participant a new product from its current offer with a discount of up to 50%. The

Program Participant is obliged to choose a product from the list provided by the Organizer. The Program Participant is obliged to make the selection within 1 business day in the manner indicated by the Organizer,

- by accepting the Terms and Conditions, the Participant agrees to the above solution and shall not be entitled to a refund, replacement of the goods with a new item, a higher discount or any other compensation,
- the exchanged or replacement product referred to above shall not be covered by the Warranty,
- shipment of the exchanged or replacement Product to the Program Participant's address within the territory of the Republic of Poland shall be carried out at the Organizer's expense.

11. Repair of the complained-about Product:

- if the Warranty is fulfilled in the form of repair, the Program Participant accepts that the repair of the Product shall be carried out in accordance with technological possibilities and may differ from the original solution due to technological limitations,
- the repair shall be performed with due care, to which the Program Participant consents by accepting the Terms and Conditions.

12. During the processing of the Warranty claim, the Program Participant shall not be entitled to any additional benefits.

13. If the Organizer refuses to recognize the complaint as justified, the Program Participant shall not be entitled to any rights or claims, and the Organizer's decision regarding the defects covered by the complaint shall be final.

§ 4

Processing of Personal Data

1. The Program Participant consents to the processing of their personal data by the Organizer for purposes related to their participation in the Program.
2. Each Program Participant has the right to access the content of their personal data and to correct, supplement or delete it, with the deletion of data being equivalent to the Participant's resignation from participation in the Program.
3. Personal data processed by the Organizer is stored in compliance with the rules and safeguards required by applicable law.
4. Detailed information on the processing of data on the shimaofficial.com/ website can be found in the Privacy and Cookies Policy, available at: shimaofficial.com/.

§ 5

Final Provisions

1. The Program Participant shall be solely responsible for providing false or outdated data, as well as for failing to inform the Organizer of current address details.
2. The current version of the Program Terms and Conditions, including all amendments to the Program Terms and Conditions, is available on the shimaofficial.com/ website.