

**Filling a complaint**

To file a complaint, the customer may use a sample complaint form; however, this is not mandatory. A sample of the complaint form can be downloaded [here](#).

Complaints can be directed to Gomez address in writing or by e-mail to the following address:

**GOMEZ S.A.**  
**COMPLAINTS**  
**św. Mikołaja 1**  
**62-080 Swadzim, Poland**  
**e-mail: reklamacje@gomez.pl**  
**helpline: +48 61 222 91 12**

The product should be delivered to Gomez to the same address.

**Liability for defects in accordance with the provisions of law**

If the sold item has a defect, Gomez (as the Seller) shall be liable to the Customer (as the Buyer) in accordance with the provisions of article 556 et seq. of the Polish Civil Code (statutory warranty for defects). There are two types of defects: physical and legal.

The seller shall be relieved from the statutory warranty if the buyer knew about the defect at the time of the conclusion of the contract, e.g. the goods were sold at a reduced price due to a specific defect. Details have been specified under art. 557-559 and article 556(2) of the Polish Civil Code.

**Physical defect**

A physical defect equals to a nonconformity of a product with a contract. It occurs in particular when:

- **a product lacks properties/characteristics that it should possess**, e.g. the phone breaks connections, the heat-resistant dish breaks when exposed to high temperatures,
- **a product lacks properties/characteristics that the Buyer was assured of by the Seller or the advertisements**,
- **a product cannot be used for the purpose which the buyer informed the seller of** while concluding a contract, if the seller did not object to such a purpose
- **a product was delivered to the buyer in an incomplete state**, e.g. a laptop sold without a charger which should be part of a set.

Details have been specified under art. 556<sup>(1)</sup> of the Polish Civil Code.

The Seller is liable for physical defects which were existing at the time of passing of the risk to the buyer or resulted from defects in material and workmanship at that time (art.559 of the Polish Civil Code).

**Legal defect**

A legal defect may consist in the fact that a purchased product:

- is owned by a third party,
- is subject to a third party's right,
- is restricted to use or dispose of as a result of a decision or judgment of a competent authority.

Details have been specified under art. 556<sup>(3)</sup> of the Polish Civil Code.

**Statutory warranty claims**

In the event of a defect, the Buyer may file a warranty claim and demand:

- exchange of goods for new,
    - repair of goods,
    - price reduction,
- or:

- withdrawal from the contract – **if the defect is substantial**.

**Substantiality of defect:** The substantiality of a defect is assessed with regard to its importance for its use (e.g. the car does not drive) and the purpose which the Buyer purchased the goods for.

**Price reduction:** The reduced price should remain in such proportion to the contract price in which the value of the defective item stays with the value of the item without a defect  
Details have been specified under art. 560-561 and 565 of the Polish Civil Code.

**Ways of considering the complaints**

If the Buyer requests a replacement of the product for a new one or a repair of a product under warranty for defects, the Seller is obliged to replace the product or remove the defect **within a reasonable period of time** (no time limit restricted) and without undue inconvenience to the Buyer. Only if the seller does

not do so, the Buyer may determine time limit to meet the request, and in the event of further failure of the Seller and the expiry of the time limit, the Buyer shall be free to withdraw from the contract or demand a price reduction.

The choice of warranty claims depends on the Buyer, however the Seller - if the Seller does not agree on the Buyer's choice - may, under certain conditions - offer him/her another solution.

This shall be done under the conditions permitted by the provisions of law – circumstances that must be taken into account are as follows:

- ease and speed of replacement or repair of goods,
- nature of defects - substantial or non-substantial,
- whether the product was previously claimed upon.

If the Buyer requests **replacement** or **repair** of a product, **the Seller has the right to refuse to comply with this request** if the Buyer's choice:

- would be **impossible for the Seller to attain** (e.g. due to discontinuation of the production of specific spare parts or the whole product), **or**
- compared to the second possible demands **would require excessive costs**, (e.g. demanding replacement of the entire item for a new one if the damage of the item pertains to an item of a low value).

By refusing to comply with a request made by the Buyer with respect to the above circumstances, the Seller **may offer the Buyer a different solution**. In such a case, the consumer may change his/her choice and demand that the goods be brought into conformity with the contract by other means, e.g.,

- If **the** Seller refuses a replacement of the product, the Buyer may demand a repair,
- If the Seller refuses to repair the product, the Buyer may demand replacement,
- or - in both cases - demand a price reduction or withdrawal (**if the defect is substantial**); then **the procedure described below is used**.

If the event of a first complaint concerning the product, the Buyer requested within the statutory warranty for defects immediately (or as a response to the offer of the Seller, indicated above) a **reduction of the price** or **withdrew from the contract (if the defect is substantial)**, the Seller **may offer a prompt replacement of the goods for a new** or **repair of the goods**, not involving excessive inconvenience.

In this case, the Seller shall inform the Buyer as the consumer, about the offer and the Buyer shall have the right to change the offer of the Seller (from a replacement to a repair, or vice versa). **Note:** It is impossible to change the offer of the Seller if what the consumer wants is:

- impossible for the Seller to attain, e.g. due to discontinuation of the production of specific spare parts or the entire product, **or**
- compared to the second possible requests, it requires excessive costs from the Seller, e.g. requesting a replacement of the entire item for a new one if the damage concerns one element of a low value.

Details have been specified under art. 560-562 and 565 of the Polish Civil Code.

**Time period of statutory warranty**

The Seller is liable within the warranty if a physical defect is found in the product sold **within two years of the receipt** of the sold product.

If the Seller concealed the defects of the goods, the Buyer shall be entitled to file a claim under statutory warranty regardless of the period of time that has elapsed since the defect was discovered.

Details have been specified under art. 568-568<sup>(1)</sup> of the Polish Civil Code.

**Due date of claims**

Warranty claims for defects expire **as of the end of the year**, counting from the date on which the defect was found. However, If the Buyer is a consumer, the running of the period of limitation cannot be finished up to 2 years from the issue of the sold item.

Also, if the Buyer requested a replacement of a product for a new one that is defect-free or removal of the defect, the time limit for submitting a withdrawal notice or a price reduction begins with the expiry of the time limit for the replacement of the item or the removal of the defect.

Details have been specified under art. 568-568(1) and art.576 of the Polish Civil Code.

**Date of considering a complaint**

If the complaint filed by the consumer includes:

- repair of goods,

- \* replacement of goods for new,
  - \* reduction of the price of the goods (specifying the amount by which the price is to be reduced)
- the Seller shall be obliged to handle the complaint **within 14 calendar days of the date of its submission**. In other cases, Gomez shall be obliged to respond to the complaint **within 30 calendar days of the date of its submission**. In the case of failure to comply with the deadline, it is assumed that the Seller has considered the claim to be justified (art. 561<sup>(5)</sup> of the Polish Civil Code and art.7a of the Consumer Rights Act).

Gomez shall inform the Customer about the manner of handling the complaint in writing.

If the Customer has provided their email address or telephone number for the purpose of processing the complaint, information about how Gomez handles the complaint may be forwarded to the Customer by e-mail or telephone (via sms or mms).

**Complaint costs** The customer filing the complaint should, at the Seller's expense, provide the defective item to the place indicated in the contract (if the place was not specified, to the place where it was issued to the Customer). Replacement or repair costs shall be borne by the Seller. This in particular includes the cost of the item's delivery.

If the claim is justified, the consumer also has the right to demand that the Seller compensate for the damage he/she suffered due to the purchase of the defective product.

Details have been specified under art. 561(1) -561(4), art.566-567 and 574 of the Polish Civil Code.

**Privacy Policy (personal data)** Information concerning the processing of personal data by Gomez for the purposes of the complaints handling process are specified in the [Privacy Policy](#).

**Final provisions for consumer Customers** If the Customer is a consumer, the provisions of the law of the Customer's habitual residence shall apply in matters not governed by these Terms and Conditions. Furthermore, if those provisions provide for a higher level of consumer protection than those set out in these Terms and Conditions, the provisions of those provisions shall apply to both of the sides.

**Final provisions for non-consumer Customers** If the Customer is not a consumer, the Polish law is applicable to matters not governed by these Terms and Conditions or the contract between the sides, the Polish courts are competent to settle disputes between the sides (the relevant ordinary courts in Poznan, Stare Miasto district).  
As soon as Gomez issues the order, the Customer (non-Consumer) passes all benefits and burdens associated with the product(s) and the risk of accidental loss or damage to the product(s). Gomez shall not be liable for any delay in the delivery of the consignment by the carrier or for the loss, loss or damage of the product(s) resulting from its acceptance for carriage to its delivery to the Customer by the carrier. In the case of Business Customers, Gomez disclaims liability for defects of items sold, liability for damages resulting therefrom or arising from the Products, and any other liability, to the fullest extent permitted by law (except for liability arising from mandatory provisions between traders). Gomez is liable to the Customer (not being the Consumer) for damage caused intentionally.  
In the case of Customers (non-Consumers) Gomez may make any change to the Terms and Conditions at any time (in accordance with the provisions of the Polish Civil Code on the application and change of contractual standards).