

6 YEAR PRODUCT ASSURANCE

REGULATIONS

REGULATIONS OF THE "6 YEAR PRODUCT ASSURANCE" PROGRAM

We invite you to read the following document on the rules of use of the free program Guarantee for 6. If you have any questions or concerns about the operation of the program, get back to us at 6year@shimaofficial.com.

§1

General provisions

1. These Regulations (hereinafter: "Regulations") set forth the rules of the "6 YEAR PRODUCT ASSURANCE" program (hereinafter: "Program") and the terms and conditions of participation in the Program.
2. The program is organized and managed by SHIMA Kalinowski Limited Partnership, Al. Jana Pawła II 80/39, 00-175 Warsaw, NIP: 5252771053 (hereinafter: "Organizer").
3. The program lasts from the date of announcement of the Program Regulations, i.e. 01.01.2024, until further notice.
4. The Guarantor under the terms of the Regulations is SHIMA Kalinowski Spółka Komandytowa, Al. Jana Pawła II 80/39, 00-175 Warsaw, NIP: 5252771053.

§2

Conditions for participation in the Program

1. The program is intended only for adult natural persons registered in the Organizer's computer system who make purchases at the SHIMA brand product dealer or directly at online stores owned by the Organizer (hereinafter: "Program Participant") i.e. www.shima.pl, www.shimaofficial.com, www.shimaofficial.de, , , www.shimaofficial.itwww.shimaofficial.eswww.shimaofficial.fr .
2. Each Program Participant may participate in the Program only personally, and his/her participation and the benefits and entitlements obtained under the Program not transferable to third parties. In particular, the rights under the Guarantee may not be transferred to third parties along with the 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, it is necessary to complete the Program Participant registration form on the Organizer's website completely and truthfully in electronic form, also registering the Product.
5. The condition for registration through the is acceptance of the provisions of the Regulations by the Program Participant, consent the processing of data by the Organizer for the purpose of product registration
6. The entity applying for participation in the Program acquires the status of Program Participant confirmation of its participation by the Organizer. The Organizer reserves the right to reject the application form in justified cases, such as incomplete or incorrect or false (fictitious) data. The Organizer has no obligation to inform the filing entity of an erroneously completed form.
7. All information regarding the Program will be forwarded to the e-mail address provided by the Program Participants in the application form.

§3

Program rules

1. The purpose of the Program is to provide Program Participants with a 6-year guarantee (hereinafter "Warranty") on the products participating in the Program indicated in the registration form (hereinafter: "Products"), purchased from SHIMA brand dealers or Organizer's online stores, under the terms and conditions provided below.
2. The current list of products participating in the Program is available in the registration form and on the SHIMA brand website. In the event that the stock of products included in the Program runs out, the Organizer is entitled to update the list of products.
3. Registration of the purchased Product must take place 30 days from the date of purchase indicated on the receipt.
4. In order to benefit from the extended Warranty on the Products, it is necessary for the Program Participant to present the original receipt/proof of purchase. Product at a SHIMA brand dealer or from the Organizer's online stores, which must uniquely identify where the Product was purchased, the date, and the name of the Product. Possession of the mentioned documents is the basis for recognition of the extended Warranty, as long as it confirms the purchase of the Product on the date it was covered by the current list of Products.

5. Verification of the application and information (by e-mail - to the e-mail address provided in the application) on the positive or negative consideration of the application will take place within 30 days from the date of registration of the product.

6. Guarantees are subject to:

- Physical defects caused by the fault of the manufacturer,
- Only Products that will be used by the Program Participant for the intended purpose.

7. The warranty is not subject to:

- mechanical damage to the Product,
- natural consumption of the Product,
- Products with overt defects visible on the day of purchase,
- Damage caused by improper maintenance,
- Product convenience, i.e., improper fit to body shape or preference,
- membranes as a material that loses properties over time.

8. The Organizer shall have the right, at its sole discretion, to refuse to accept a complaint for investigation if the Program Participant fails to file a complaint at the time the defect arose or became apparent, and continues to operate the Product.

9. Warranty Support:

- within the statutory basic warranty period of the country where the was purchased, from the date of purchase of the Product, the Program Participant shall report the complaint to the place of purchase by submitting the appropriate letter,
- after the expiration of the statutory basic warranty time of the country in which the product was purchased, from the date of purchase of the product, the Program Participant reports the complaint by completing the COMPLAINT FORM on the Organizer's website and sends it to the Organizer,
- The time for the Organizer to process a complaint is 30 days from the time the Organizer receives the complaint,
- The form must be accompanied by a photo of the Product, a description of the damage and a copy of the receipt/proof of purchase,
- in case the complaint is recognized by the Organizer as legitimate, as a result of meeting the conditions of the Guarantee, the Program Participant, after receiving notification from the Organizer that the complaint is recognized as legitimate, is obliged to send the complained Product at his/her own expense to the Organizer's claims department,

- The warranty covers only the repair of the Product,
- If the Organizer determines that it is inexpedient to repair the Product, the Organizer undertakes to sell the Participant a new product from its current offer with a discount of up to 50%. The Participant of the Program is obliged to choose a product from the list provided by the Organizer.
- By accepting the terms and conditions, the Participant agrees to the above solution and is not entitled a refund or exchange of goods for a new one, or a larger discount or other compensation,
- shipment of the replaced or substitute product to the address of the Program Participant in the territory of the Republic of Poland will be at the expense of the Organizer.

10. Repair of the advertised Product:

- in the event that the Program Participant chooses to implement the Guarantee in the form of repair, the Program Participant accepts that the repair of the Product will be in accordance with technological capabilities and may differ from the original solution, as a result of technological limitations,
- The repair will be performed with best efforts, which the Program Participant agrees to by accepting the Regulations.

11. While the Guarantee is being processed, the Program Participant is not entitled to any additional benefits.

12. If the Organizer refuses to recognize the complaint as valid, the Program Participant no rights, claims, and the Organizer's decision regarding the defects covered by the complaint is final.

§ 4

Processing of personal data

1. The participant of the Program agrees to the processing of his/her personal data by the Organizer for purposes related to his/her participation in the Program.
2. Each Program Participant has the right access the content of his/her personal data and to correct, supplement or delete it, whereby deletion of data is equivalent to resignation of the participant in the Program.
3. Personal data processed by the Organizer shall be stored with rules and safeguards in accordance with the requirements of the applicable .
4. For detailed information on data processing on the Organizer's websites, please refer to the Privacy and Cookies Policy, available at the Organizer's online stores.

§ 5

Final provisions

1. The Program Participant is solely responsible for providing false or outdated data, as well as for failing to inform the Organizer of current address data.
2. The current content of the Program Regulations, including any amendments to the Program Regulations, is available on the Organizer's website.