# **Terms and Conditions of the Quadralite Support Program**

These Terms and Conditions (hereinafter referred to as "Terms and Conditions") lay down the conditions and scope of the Quadralite Support Program (hereinafter referred to as "QSP").

#### 1. General Provisions

**1.1.** Quadralite Support Program is organized by Delta Hubert Adamczyk company domiciled in Cracow, at Nad Potokiem 25/28 Street, hereinafter referred to as "Delta". Correspondence address is given on QSP website.

#### **1.2.** Definitions

Whenever in these Terms and Conditions the reference is made to:

- "Service" this indicates authorized service centre for Quadralite brand products.
- "Product" this indicates Quadralite brand product.
- "Client" this indicates a natural or legal person who bought a Product.
- "Payment" this indicates any payment made by a Client to Delta in order to acquire the right to participate in QSP.
- "Card" this indicates a document issued by Delta and confirming the purchase by a Client of the right to participate in QSP.
- "ID Number" this indicates a unique ID number given to a Client upon registration of the Client in QSP.
- "Registration Form" this indicates the registration online form published on www.quadralite.pl/qsp website. The form needs to be filled in correctly in order to take part in QSP.
- "Replacement Product" this indicates a product that is identical with or similar to the Product, this replacement product shall be made available to a Client for the time of repair, and will serve as a replacement equipment.
- "Courier" this indicates a courier company agreed with Delta company.

### 2. Scope of Quadralite Support Program

- **2.1.** QSP covers removal of any technical defects to the Product, which became apparent during QSP warranty period for the Product.
- **2.2.** Under QSP, Delta company shall provide its Clients with the following services:
  - a) Faster servicing of the Products within 5 business days. This relates to repairs not requiring any additional parts or additional works.
  - **b)** Free of charge rental of the Replacement Product for the time of the Product repair by the Service in accordance with principles set out in item 2.5.
  - c) Participation in selected workshops organized under promotional activity carried out by Delta and indicated entities (in line with terms and conditions published on www.quadralite.pl/qsp website).
  - **d)** Under QSP, Delta may provide its Clients with other services and products in the form selected by Delta. Appropriate information will be sent to the email address provided by a Client.

## 2.3. Time-frames for QSP:

- **a)** A Client can purchase QSP for Products included on the list available on the www.quadralite.pl/qsp website.
- **b)** A Product is covered by QSP from the day on which it was registered in QSP, and for the period of three years, starting on the day on which the Product was purchased by a Client.
- c) A Product may be registered in QSP within 2 months from the date of purchase.
- **d)** Clients can register in QSP the unlimited number of Products they own, provided that time frames given in the point above are met.

#### 2.4. Repair Request and Maintenance.

- a) A Client who wants to use its prerogatives connected with QSP should immediately notify Delta about a defect, by sending an email to qsp@quadralite.eu. Delta company will advise on further action.
- **b)** The Service undertakes to resend a repaired Product within 5 business days from the date on which Client's shipment is received.
- c) Upon receipt of the shipment with the Product, the Service shall immediately examine a defect, determine whether the defect can be repaired under QSP, and will schedule the approximate repair date.
- d) If a Product defect cannot be covered by QSP for reasons mentioned in item 2.6, the Service commits to immediately calculate the repair cost estimate and send it to a Client for approval. If the Client does not accept the cost estimate within 7 days from the date on which it was sent, the Product will be returned unrepaired.
- **e)** Delta shall not cover costs connected with a Product shipment from a Client to the Service and shall not be responsible for any risks it may involve.
- f) Delta shall cover costs of transporting a Product repaired under the guarantee to a Client.
- g) Delta shall not be responsible for any losses incurred by a Client during QSP.

#### 2.5. Rental of the Replacement Product under QSP.

- a) If the predicted repair time exceeds 5 working days, a Client has the right to rent a free of charge Replacement Product.
- b) If the repair time does not exceed 5 business days, a Client has the right to rent a free of charge Replacement Product. Costs of transporting goods to and from the Service shall be incurred by a Client. Upon the receipt of the properly shipped shipment/waybill number by email, the Service will send the Replacement Product to the Client.
- c) A Replacement Product will be prepared for shipment, after a signed scan of rental agreement is sent to qsp@quadralite.eu address.
- **d)** A Client undertakes to resend a Replacement Product at the latest up to 7 days after it receives the repaired Product.
- **2.6.** Delta reserves the right to refuse to carry out repair works under QSP, if:
  - a) A Product bears any marks indicating that it was used contrary to instructions provided in user manual, contrary to its intended use, or indicating that it was assembled unprofessionally, or was subject to modifications or repairs carried out by an unauthorized service.
  - **b)** A Product delivered to the Service is dirty, or if its condition does not meet generally accepted hygienic standards.

- c) A Product has marks of damages which aroused due to negligence, intended actions of a Client, or due to accidental events (e.g. fire, flood etc.).
- **d)** A Client does not comply with all necessary formalities connected with QSP and with the process of including a given Product in QSP.

#### 3. Conditions of Participation in the Quadralite Support Program

Any natural or legal person who fulfils below described conditions can participate in the QSP program:

- **3.1.** Purchased a Product and confirmed this by showing an appropriate proof of purchase.
- **3.2.** Bought rights to participate in QSP program through online store www.store.quadralite.pl and made the Payment.
  - a) In order to take part in the program, you should buy the participation rights on the store.quadralite.eu website. Purchase of the participation in QSP program authorizes to register 1 Product.
  - b) Additional products can be registered by purchasing supplementary packages on the store.quadralite.eu website. One package entitles user to register one Product.
- 3.3. Own a Product and registered it through Registration Form available on www.quadralite.pl/qsp website.
- **3.4.** Delta reserves the right to refuse submissions from persons who acted to the company's detriment, who are in debt to Delta and its subsidiaries, or due to other substantiated reasons.
- **3.5.** In order to use their rights arising from the QSP participation, Clients undertake to contact the QSP Customer Service, by sending an email to address qsp@quadralite.eu in order to obtain further information about using the rights arising from QSP.

### 4. Rights and Obligations of a Client connected with QSP participation

- **4.1.** A Client has the right to use services rendered by Delta under QSP program.
- **4.2.** A Client shall receive from Delta a proof of participation in QSP, such confirmation shall include the Client's full name or company name and its representative name, as well as ID Number which identifies the Client as an entity authorized to participate in QSP.
- **4.3.** A Client who is not a natural person is no allowed to give its Card and Number to any third parties.
- **4.4.** A Client undertakes to notify Delta of any changes in its contact details (including telephone number, email address, and correspondence address).
- **4.5.** A Client cannot transfer its rights resulting from the QSP participation to any third parties, even in the case of Product sale.

# 5. Personal Data

- **5.1.** Delta acts as a controller of Clients' personal data.
- **5.2.** Provision of personal data indicated in the Registration Form is voluntary, but necessary if you want to benefit from QSP. In the case of persons providing incorrect, illegible or incomplete data in the Registration Form, Delta reserves the right to withdraw such persons from QSP.
- **5.3.** Completion and submission of the correct Registration Form by a Client shall mean that the Client agrees to the processing of its personal data included in the form, and that it allows Delta to send him information connected with QSP, servicing, promotions, and trade offers.

**5.4.** Data collected by Delta shall not be transferred to institutions and third parties who do not collaborate with Delta in terms of QSP, sales and promotion of the Products. A Client shall have the right to access its personal data and to correct such data.

## 6. Final Provisions

- **6.1.** In the case of any questions connected with QSP, issuance of the Cards, and other matters directly or indirectly connected with the Program, you should contact Delta, by sending an email to: qsp@quadralite.eu
- **6.2.** Participation in QSP is voluntary, and the program's Terms and Conditions do not restrict nor violate any Client's rights with respect to warranty.
- **6.3.** QSP covers EU countries, excluding overseas territories.