

**Rules applicable at Janis Sp. z o.o. Sp.K
in terms of warranty for physical defects of goods (complaints)**

DIGITAL PRINTS

1. JANIS Sp. z o.o. Sp. K., hereinafter referred to as the Seller, shall be obliged to deliver goods or services free of defects, bearing liability for their defects.

2. A physical defect shall be defined as a non-conformity of sold goods/services with a submitted order or with a contract for sale.

**3. The Seller shall not be liable under the warranty in the following cases:
if a service is provided, using the Customer's material, Janis shall not be liable for any defects in the raw material resulting from spinning, weaving or knitting process or from any other processing of the material, either before or after the service has been carried out at Janis Sp.z o.o.. Sp.k;
if a service is provided, using the Customer's material, Janis shall not be responsible for the quality of the print on the Customer's material, supplied as "ready for printing" and the preparation for printing was not performed at Janis;**

deviations from the size of non-repeatable (panel) patterns of up to 5 % relative to the original/pattern;

for printing errors of up to 5% of the ordered pairs, which are accepted by the customer;

for the occurrence of deviations in printed colours - differences in shades, which may be due to the use of a different pair and ink or which may result from other means of the raw material preparation for printing;

for the occurrence of normative changes in raw material yields, resulting from technological processes taking into account point a);

in the case of printing on the Seller's material, the actual yield after printing, relative to the raw material, may differ by +/- 5%, and what is accepted by the customer;



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for defects in the printing service performance and its finish on the raw material that was printed after a period of 3 months from the date of the print preparation service.

Complaints may be submitted exclusively with regards to those goods that are intact, uncut (whole), show no signs of further processing or reworking and are in the same form as they were delivered.

- a) Every customer shall have the right to lodge a complaint in the event of receipt of goods not in conformity with the contract or the order, subject to the exclusions described in these terms and conditions.
- b) A complaint shall be lodged immediately after a defect is discovered. To lodge a complaint, a notification shall be submitted to the following email address: drukarnia@janis.pl.
A lodged complaint shall include:

- the proof of purchase (VAT invoice number and the date of sale), pair number, batch number and the description and photos of the defects identified. Together with the complaint, the Customer shall deliver the claimed goods to the Seller's premises in order to enable the Seller to examine them. If the complaint is upheld, the costs of return transport are paid by the Seller, otherwise the transport costs shall be incurred by the Customer.

- c) The Seller shall analyse the received complaint within 30 days from the date of its submission. If the Seller accepts the complaint, the method of compensation (repair of goods/services) shall depend on the individual characteristics of the order in question.
- d) The Seller shall modify the statutory liability for damages under the warranty in such a way that it shall exclude its liability for lost profits, except in case of an intentional damage to the Customer.



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Information clause

Pursuant to Article 13 of the General Data Protection Regulation (GDPR) of 27th April 2016. (The Official Journal of the European Union L 119 of 4th May 2016), I inform you hereby that:

1) The administrator of your personal data is Janis Sp. z o.o. Sp.K with its Registered Office in Lodz, No. 7, The Lublinek Street; 2) Contact with Data Protection Administrator – p.wlachos@janis.pl; 3) Your personal data shall be processed on the basis of Article 6(1)(b) and (c) of the General Data Protection Regulation of 27 April 2016, for the purpose of the complaint investigation; 4) The recipients of your personal data shall only be the entities entitled to obtain personal data under the applicable law; 5) Your personal data shall be stored for the time period prescribed by the applicable law, in accordance with specific legal provisions; 6) You shall have the right to request the Administrator for access, rectification, erasure or restriction(s) in the processing of your personal data; 7) You shall have the right to lodge a complaint with a suitable supervisory authority; 8) Provision of personal data is a voluntary decision, however, a refusal to provide the personal data may result in a refusal to process the complaint.

Date, the Customer's
signature



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