

**Rules applicable to Janis Sp. z o.o. Sp.K. in respect of their liability for defects  
in provided services and/or in delivered goods (complaints)**

**DYEING AND FINISHING OF FABRICS**

- 1. JANIS Sp. z o.o. Sp. K., hereinafter referred to as the Seller, shall be obliged to deliver goods free of defects and provide services duly.**
- 2. A physical defect shall be defined as a non-conformity of sold goods with a submitted order or with a contract for sale and/or as improper provision of ordered service(s).**
- 3. The Seller shall not be liable for defects in manufactured goods or for improper service provision in the following cases:**
  - a) 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;**
  - b) for the occurrence of raw material weight losses, resulting from the natural production process;**
  - c) when a complaint concerns the goods that are not the same in their entirety, i.e. which show traces of further processing, reworking and are not in the same form in which they were released;**
  - d) when the complaint concerns a service that has been performed according to specific assumptions, parameters or types of processing indicated by the Customer;**
- 4. 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, and when the ordered service is unduly provided, subject to the exclusions described in these terms and conditions.**
- 5. Complaints shall be lodged within fourteen (14) calendar days from the date of sale of the goods/services. To lodge a complaint, a notification shall be submitted to the following email address:[jakość@janis.pl](mailto:jakość@janis.pl). **A lodged complaint shall include:****

**the proof of purchase (VAT invoice number and the date of sale), batch number or material input number, the date of material delivery for the service to be carried out 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.**



JANIS Sp. z o.o. Sp. K.  
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Number in the National Official Register of Business Entities  
(REGON): 101798853

The Customer shall incur the costs of delivery of the claimed goods to the Seller.

6. The Seller shall analyse the received complaint within 30 days from the date of its submission.
7. If the Seller accepts the complaint, the method of compensation (repair of goods/service correction) shall depend on the individual characteristics of the order in question and on the Seller's technological potential.
8. The Seller shall modify the statutory liability for damages under warranty or for due service performance in such a way that it shall exclude their liability for lost profits, with the exception of any intentional damage to the Customer.
9. In the event of the return of complained goods without notification (in accordance with point 5 of the Principles), the complaint may not be processed in time, while the Customer shall be obliged to complete the complaint and describe the identified defects. The Seller reserves the right not to inspect the goods / analyse the service(s), when the lodged complaint has no description of defects in delivered goods and/or of discrepancies in the service(s) provided.

### 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](mailto: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 personal data may result in a refusal to process the complaint.

Date, the Customer's  
signature



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