

Rules for filing and dealing with claims at Multichem

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§ 1. [Application]

These Rules for claims [hereinafter "Rules"] apply to the sales contracts between Multichem Sp. z o.o., with its seat in Luboń, ul. Przemysłowa 2, 62-030 Luboń [hereinafter "Manufacturer" or "Multichem"] and the purchasers of its products – entrepreneurs [hereinafter "Client"], and modify the responsibilities of the Manufacturer under warranties.

§ 2. [Claims]

1. Multichem is obliged to deliver to the Client a Product without defects.
2. Multichem is also obliged to present the Client with a claim form including all necessary information for examining a claim. Filling in this form constitutes a condition for claim acceptance.
3. The form can be obtained in the Sales Department and from the company's website. To start the claim handling process all fields of the form need to be filled in, e.g. Client's postal address, e-mail address and phone number of a contact person, batch number, sales invoice number, and the description of the defect or problem.
4. If the Product delivered by Multichem does not fulfil the quality/technical requirements described in the sales contract, the Client has the right to make a claim within 14 days from the delivery date and in case of a hidden defect - within 14 days from the date on which it is discovered. Otherwise the rights provided in the warranty are lost.
5. Multichem is obliged to examine a claim within 14 working days from the moment of the acknowledgement of the receipt of the documents according to § 2 item 2.
6. In case of quality claims requiring additional examinations and tests of the Products, the Manufacturer is obliged to inform the Client of the prolongation of the claim handling process.
7. In case the Product's properties are likely to change overtime and cause a decrease in its usability, Multichem is obliged to inform the Client about the guaranteed period of time in which the Product retains its quality and usability, including the conditions of storage and use.
8. The Client is obliged to deliver at his own expense the claimed Product to the Sales Department of Multichem.
For Products individually agreed on with the Quality Department it is possible to deliver photos of the claimed product to facilitate the claim handling process. In such cases it is not necessary to send the Product unless it is made available until the claim is processed.
9. Multichem has the right to request the Client to complete the claim form with necessary information. In such cases the Manufacturer has the right to suspend the claim handling process until the information is delivered by the Client. The period for claim handling is extended by the time of information delivery.
10. Under the claim the Client has the right to request: a reduction of the price, an exchange of the Product for one without defects, or a refund and a termination of the sales contract. In case the claim is deemed justified the decision of how to eliminate the defect is taken by Multichem.
11. The responsibility of the Manufacturer applies exclusively to defects which manifested themselves during the warranty period.
12. In case of logistic claims the Client has the right to claim the quantity of the delivered Product within 3 days from the delivery date.
13. It is recommended to open delivered package in presence of courier.