

TOPTEXTIL COMPLAINT PROCEDURE

§ 1

General Provisions

1. This Complaint Procedure sets out the rules and timeframes for handling complaints submitted to Toptextil Sp. z o.o., with its registered office in Jaroszwice (hereinafter referred to as "Toptextil").
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§ 2

Scope and Conditions of Liability under the Statutory Warranty

1. Toptextil shall be liable under the statutory warranty for physical defects of the sold goods, provided that:
 - a) the fabric or upholstered furniture has been used in accordance with its intended purpose;
 - b) the fabric has been properly maintained and cleaned;
 - c) the fabric or furniture has been transported correctly;
 - d) the fabric has been stored under appropriate conditions;
 - e) the fabric has been correctly applied to the furniture.
 2. The statutory warranty period is 24 months from the date of sale of the goods to the Buyer.
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§ 3

Complaint Submission

1. The Buyer is required to inspect the goods upon delivery. Shipments showing signs of damage incurred during transport should not be accepted.
2. If transport damage is identified, a damage report must be prepared in the presence of the carrier, and Toptextil must be notified of the incident without undue delay.
3. Complaints may only be submitted by Customers who purchased the goods directly from Toptextil (the Direct Customer). If a defect is identified by an indirect customer (e.g. the end user of the upholstered furniture), the complaint must be submitted through the Direct Customer.
4. The Direct Customer shall submit a complaint by completing the Complaint Form attached as Appendix No. 1 to this Procedure and sending it, together with all required documents, to: reklamacje@toptextil.pl.
5. If the complaint concerns fabric used on finished furniture, the Buyer shall

additionally provide all sales documents relating to the fabric/furniture throughout the distribution chain (e.g. intermediate invoices).

6. The complaint handling procedure shall commence on the date Toptextil receives all required documentation, including a duly completed Complaint Form and all necessary attachments.
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§ 4

Complaint Handling

1. Toptextil shall acknowledge receipt of the complaint by assigning it an individual reference number and shall provide a response as soon as reasonably possible, but no later than 28 days from the commencement of the complaint handling procedure.
 2. A condition for considering a complaint is that the Buyer provides the defective fabric for inspection or, where this is not possible, allows Toptextil to examine the product.
 3. Any returned goods or fabric subject to complaint must be properly packed and secured to prevent additional mechanical damage or contamination during transport.
 4. Toptextil does not replace defective fabric with new fabric. If the complaint is accepted, a credit note (corrective invoice) will be issued. Should the Buyer require replacement fabric, a new order must be placed.
 5. The complaint handling period may be extended if additional testing or examination of the complained product is required. In such cases, the Buyer will be informed accordingly.
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§ 5

Final Provisions

1. All complaints and inquiries relating to the complaint procedure should be directed to:

a) by e-mail: reklamacje@toptextil.pl
b) by telephone: +48 604 211 308
2. The Complaint Form, attached as Appendix No. 1, constitutes an integral part of this Complaint Procedure.