

# WARRANTY CARD



Thank you for the trust you have shown by choosing the CALMA gas heater



## WARRANTY CONDITIONS – GAS FIREPLACE INSERTS

### GENERAL INFORMATION

Our Products are of the highest quality, manufactured in accordance with the latest state of art and technology. Materials used for their production have been carefully selected to satisfy their Users. However, we would like to inform that specialist knowledge is necessary to assemble these Products, which is why we recommend conducting this process by persons or companies possessing the necessary knowledge and skills in this area.

The term „Product” in the meaning of this Warranty means only gas fireplace inserts of CALMA made by STALKO spółka z ograniczoną odpowiedzialnością sp.k., Solec 24/253 Street, 00-403 Warsaw, Poland.

## § 1

### CONTRACTED WARRANTY

1. Warranty for products of CALMA made by STALKO spółka z ograniczoną odpowiedzialnością sp.k., Solec 24/253 Street, 00-403 Warsaw, Poland (Manufacturer) is granted:
  - a. to ceramic insert – Akuceram – for the period of 12 months; the warranty does not cover any discolouration of the insert, complete change of colour or degradation of the top layer of coating;
  - b. to the other parts of the Product, including: handles, door handles and seals - for a period of 12 months from the moment the Product is sold by the distributor to the final customer (Buyer);
  - c. on the steel body of the gas heater, that is: combustion chamber jacket, air inlet, exhaust outlet, feet, base of the combustion chamber, steel elements of the main burner, deflectors with diaphragms - for a period of 5 years with the possibility of extending it for another 3 years. (More information on the warranty extension can be found at [www.mycalma.eu](http://www.mycalma.eu))
  - d. to the gas heater automatics, that is: a remote control, steering module with the gas valve, a control burner with thermocouple and spark igniter, Wi-Fi module, power supply - for a period of 24 months from the moment the Product is sold by the distributor to the final consumer (Buyer);
  - e. to the glass holding down mechanism of the gas fireplace - for a period of 24 months from the moment the Product is sold by the distributor to the final consumer (Buyer);
  - f. glass, ceramic lining of the combustion chamber and ceramic elements of the main burner installed in the gas inserts – for the period of 12 months.
2. The basis for exercising the rights under this warranty is the Warranty Card together with proof of purchase in the form of a receipt or an invoice and in the case of gas fireplace inserts an installation protocol.
3. The purchase of the Product should be confirmed in the Warranty Card by the date and readable signature of the seller as well as the stamp and signature of the person or company involved in the assembly of the Product. Regarding the gas fireplace inserts the certificate number of the authorised installer should also be written on the Warranty Card.

## § 2

### LIMITATIONS, EXCLUSIONS AND CASES WITHOUT WARRANTY

Our Products – gas fireplace inserts are covered by a warranty against any physical defects occurring in the factory or materials, however within the limitations specified below:

1. The warranty does not cover cases of improper use of the Products, including on the modification of the Products by removing any gaskets or parts thereof, modifying the air inflow, design changes of the insert, or other cases involving interference with the substance of the Product.
2. The manufacturer is not liable for the lack of efficiency of the Product and its damage caused by its faulty use, i.e. use contrary to the Operation and Installation Manual and the legal provisions related to installation and operation. The warranty covers only cases in which the assembly of the Product was performed by persons or companies specializing in this type of activity, i.e. having the necessary qualifications, knowledge, and experience.

### § 3

#### DISCLAIMER OF WARRANTY

The warranty does not cover damage caused as a result of:

1. using fuel other than specified by the Manufacturer,
2. burning coal waste, synthetic materials, petroleum derivatives,
3. flooding the hearth with water,
4. rapid ignition of a fire in an unheated furnace,
5. any mechanical damage,
6. negligence in use, including lack of regular cleaning of the Product,
7. improper Product maintenance,
8. incorrect or improper use of the Product,
9. corrosion - inserts and stoves should be protected from moisture,
10. incorrect chimney draft,
11. defects caused as a result of transport or improper protection of the Product during transport.
12. failure to perform periodic inspections/servicings of gas inserts and the air-exhaust systems cooperating with them.

### § 4

#### CONDITIONS FOR THE APPLICATION OF LIABILITY ARISING FROM THE WARRANTY

1. The contractual warranty applies to all Products installed and used in accordance with the Operation and Installation Manual issued with the Product at the time of purchase.
2. To exercise the rights under the warranty, it is necessary to make a notification to the Manufacturer and provide the original or a copy of the purchase document, i.e. the receipt or invoice and the original Warranty Card.

In order to make a complaint, the Buyer should:

- a. send to e-mail address: reklamacje@hitze.pl lub
- b. deliver in person at the address: Stalko Sp. z o.o. Sp. k., ul. Gdyńska 32, 26-600 Radom or
- c. send by post to the following address: Stalko Sp. z o.o. Sp. k., ul. Gdyńska 32, 26-600 Radom

a written complaint together with the Warranty Card (in the case of an e-mail message with its photo or scan, respectively) and the proof of purchase (receipt or invoice - the original, photocopy, photo or scan respectively).

3. A complaint should contain:
  - a. first name and last name,
  - b. mailing address (also e-mail address and telephone number),

- c. the subject of the complaint,
  - d. the reason for the complaint.
4. The basis for the free performance of warranty repairs is the Warranty Card. A warranty card with no date, stamp or signature is not considered valid. The warranty card, on which corrections made by unauthorized persons are found, will no longer be valid.
  5. The complaint submission is subject to verification by the Manufacturer's Complaint Department, who will determine if the defect or flaw was not the fault of the Buyer and/or is not subject to the exclusions referred to in this Warranty.
  6. The complaint will be identified within 14 days from the date of receipt of the written notification, while in the case of additional verification of reported irregularities that can not be made within 14 days from the date of delivery, in particular, the inspection of the Product at Customer's, the reply will be sent to Buyer no later than within 30 days from the date of delivery of the complaint application.
  7. Manufacturer, in the event of a complaint notification, will repair it free of charge within 14 days:
    - a. by providing the Buyer with a new item for the purpose of its independent exchange, provided that the defective item has been delivered to the Manufacturer in advance;
    - b. In the event of significant defects/flaws of the product, inability to self-replace them by the Buyer, the Manufacturer shall ensure the warranty repair by Manufacturer's service at Buyer's.
  8. The costs of transporting the defective part to the Manufacturer shall be borne by the Buyer. The costs of sending a new part to the Buyer shall be borne by the Manufacturer.
  9. If it is necessary to bring spare parts necessary to perform the repair in the manner described in point 7 a) and b) above, the time of its implementation will be appropriately extended.
  10. The Buyer's rights under the warranty shall expire automatically after the expiration of the warranty period.

## § 5

### OTHER PROVISIONS

1. Any damage caused as a result of improper assembly, use, maintenance of the Product and other reasons not attributable to the manufacturer, may be removed only at the user's expense.
2. The warranty does not exclude, limit or suspend Buyer's rights under the Manufacturer's responsibility for physical defects of the Product to the extent specified by the Act of 23 April 1964 - Civil Code (Journal of Laws 1964 No. 16, item 93, as amended).
3. In matters not covered by this warranty, the provisions of the Civil Code shall apply.

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PRODUCT LABEL

Authorization number of the person performing the assembly.

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Date and a legible signature of the person authorised to issue the warranty and a stamp of a representative of the: STALKO spółka z ograniczoną odpowiedzialnością sp.k., Solec 24/253 Street, 00-403 Warsaw, Poland.

The warranty issue date	Signature

Date of purchase, legible signature and stamp of the seller, beginning of the warranty period.

Date and a legible signature of the seller	Stamp of the seller
Date and a legible signature of the installer	Stamp of the installer

The CALMA line of prestigious gas fireplaces was created and produced by the **HITZE** brand.

[mycalma.eu](http://mycalma.eu)