

DEFECTS LIABILITY & GUARANTEE

These terms apply exclusively to heavy-duty and biohazard body bags supplied by Polcreative Group.

1. Guarantee Period

The Supplier guarantees that all body bags delivered under this Contract shall be free from material, manufacturing, and workmanship defects for a period of 24 months from the date of delivery (the "Guarantee Period"). This is only applicable if the body bags are being used following the user manual.

2. Notification of Defects

- a. The Buyer shall inspect the goods promptly upon receipt. Any visible defects, non-conformities, or transport damage must be notified in writing to the Supplier no later than 10 calendar days after delivery included by pictures and/or videos.
- b. For hidden (latent) defects, the Buyer must notify the Supplier in writing within 14 calendar days of discovery of the defect, describing in reasonable detail the nature of the defect included by pictures and/or videos.

3. Remedy / Subsequent Performance

- a. Upon receipt of a valid defect notice, the Supplier shall, at its option, either repair or replace the defective body bags, at no cost to the Buyer (excluding transport costs if not agreed otherwise).
- b. The Supplier shall use commercially reasonable efforts to complete the repair or replacement within 30 calendar days of acknowledgment of the defect, unless otherwise agreed.
- c. If the Supplier fails to remedy the defect after two (2) attempts, the Buyer may, at its discretion, (i) require a proportionate reduction of the purchase price, or (ii) terminate the Contract with respect to the defective units and receive a refund.

4. Defects Liability Period

The Supplier's liability under this clause (for repair or replacement) shall remain in effect up to the end of the Guarantee Period. However, if any repaired or replaced bags are provided, the Guarantee Period for those specific units shall be extended by six months, but in no event shall the total guarantee for a unit exceed 30 months from the original delivery date.

5. Exclusions

The Supplier shall not be liable for defects arising from:

- a. improper use, handling, storage, or maintenance of the bags by the Buyer;
- b. modifications or repairs made by the Buyer or third parties without the Supplier's prior written consent;
- c. normal wear;
- d. damage caused during transport by the Buyer (unless transport was arranged by the Supplier) or from external influences not anticipated in the Contract.

6. Limitation of Liability

Except for liability for death or personal injury arising from a defective product, or for fraudulent concealment of defects, the Supplier's liability for any defect under this clause shall be limited to the cost of repair or replacement of the defective bags (i.e., no further consequential damages).