

BMTG WARRANTY TERMS

Document No.: BMTG-GW-2026-08

1. General Provisions

1. These Warranty Terms set out the terms and conditions of the quality warranty provided by BMTG Marek Gelbert (hereinafter referred to as the “Warrantor”) for products for which BMTG acts as the warrantor.
2. The warranty is valid in the territory of the Republic of Poland and in other countries to which the products have been sold by BMTG or its authorised business partners.
3. The warranty is a voluntary commitment of the Warrantor and does not exclude, limit or suspend the Customer’s statutory rights against the Seller arising from the Product’s lack of conformity with the contract. These rights are available to the Customer independently of the warranty and in accordance with applicable law.
4. For products for which the warranty is provided by a manufacturer other than BMTG, the warranty terms specified by that manufacturer shall apply. These Warranty Terms apply exclusively to products for which BMTG acts as the warrantor.

2. Warranty Period

1. Unless otherwise specified in the sales document, product information or warranty document, the warranty period for diamond tools manufactured by BMTG is **12 months**.
2. The warranty period begins on the date the Product is delivered to the Customer.

3. Scope of Warranty

1. The warranty covers, in particular, defects resulting from:
 - material defects,
 - manufacturing defects,
 - assembly defects,
 - other causes attributable to the manufacturer.
2. If a warranty claim is accepted, BMTG may, depending on the nature of the defect, in particular:
 - remedy the defect,
 - replace the Product,
 - replace the defective component,
 - refund the purchase price if repair or replacement proves impossible or economically unjustified.

4. Warranty Exclusions

The warranty does not cover, in particular:

- normal wear and tear,
- wear of diamond segments resulting from normal use,

- damage resulting from improper use,
- use of the Product contrary to its intended purpose,
- damage caused by incorrect selection of the tool for the material being processed,
- operation with incorrect parameters,
- overheating,
- inadequate cooling,
- mechanical damage,
- damage resulting from dropping the Product,
- collisions with structural elements,
- corrosion resulting from improper storage,
- repairs or modifications carried out without BMTG's consent,
- damage resulting from continued use of the Product after damage or malfunction has been identified, where such continued use contributed to the occurrence or extent of the damage.

5. Warranty Claims

1. To make a warranty claim, the Customer should contact BMTG and provide basic information concerning the reported issue.
2. To facilitate the assessment of the claim, BMTG may request:
 - the number of the proof of purchase,
 - a description of the problem,
 - photographs of the Product,
 - information regarding the conditions of use.
3. If assessment of the warranty claim requires inspection of the Product, BMTG may ask the Customer to send the Product for technical evaluation. Before sending the Product, the Customer should contact BMTG to agree on the method and place of delivery.
4. In the case of a Consumer, the costs of delivering the Product to the location specified by the Warrantor shall be borne by the Warrantor, in accordance with applicable law.
5. BMTG shall perform its obligations under the warranty without undue delay, within a period appropriate to the nature of the claim, and in any event no later than within the period required by applicable law.

6. Final Provisions

1. BMTG assesses each warranty claim individually, taking into account the results of the technical evaluation and the circumstances in which the Product was used.
 2. These Warranty Terms shall apply from the date of their publication and to Products delivered after that date.
 3. The current version of the Warranty Terms is available on the BMTG website.
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