## [PL TRANSLATION] SECTION 1 – INTRODUCTION

## [PL TRANSLATION]

This document sets out the conditions for the Seel Service Plan. Please read it carefully to make sure you understand the services that may be provided. Repair services may only be provided if you follow the conditions and procedures of this Plan and have paid the required fees. Your Service plan is managed by SEELWARRANTY - MEDIAÇÃO DE SEGUROS, LDA. (Seel), whose registered address is UL. Bartycka 22B/21A, Warsaw, Mazovian, Poland, 00-716

## [PL TRANSLATION]

**SECTION 2- OVERVIEW** 

## [PL TRANSLATION]

1. If an item is replaced under the terms of this plan, no further repairs will be available for this item. Repair services will only be provided for covered products that remain within the EU or UK.

## [PL TRANSLATION]

2. Your covered product must not used for commercial purposes.

## [PL TRANSLATION]

3. Items may not be used in property which you may rent out, including rented rooms within your own home.

## [PL TRANSLATION]

4. You must be at least 18 years of age and a resident of the UK or EU.

#### [PL TRANSLATION]

5. Services will also not be provided for any items failing during the manufacturer's or retailer's mandatory guarantee period, unless said service is a result of a covered drop or spill.

## [PL TRANSLATION]

6. For products that contain or store data, you must ensure that your product does not contain any content that may be considered to be illegal, and if we find any content we consider illegal, we reserve the right to inform the relevant authorities.

#### [PL TRANSLATION]

SECTION 3 - REPAIR SERVICES

#### [PL TRANSLATION]

At our absolute discretion and subject to the exemptions set out in Section 4 below, we will provide the following services:

#### [PL TRANSLATION]

1. The cost of repair in the event of a sudden and unintentional incident resulting the permanent loss of functional use of the item from a drop or spill. We do not offer repairs for cosmetic damage.

## [PL TRANSLATION]

2. You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe to work on (as determined by our engineer).

#### [PL TRANSLATION]

3. If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will (at our option) authorise a repair, arrange a replacement or pay the cost of a replacement product.

## [PL TRANSLATION]

4. If a repair cannot be achieved, we may replace the damaged part. If this is not possible, Seel may provide a replacement product(s).

## [PL TRANSLATION]

5. If we authorise a repair but are unable to find an engineer, we'll permit you to use your chosen engineer. You will have to pay them and claim the cost back from us. Please keep a copy of your invoice to send to us. If we permit you to use your chosen engineer and the proposed repair is estimated to cost more than the repair authority limit: £150, then you must ring the repair authority line on 1.844.696.1217 for an authority number before work starts.

# [PL TRANSLATION] SECTION 4 – SERVICE LIMITS

#### [PL TRANSLATION]

We will not provide repair services in respect of the following:

#### [PL TRANSLATION]

1. damage caused by the incorrect assembly, whether assembled by you or a third party;

#### [PL TRANSLATION]

2. cost of replacing any consumables (such as external fuses, blades, oil, petrol, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, fluorescent tubes and related starter components, filters, vacuum cleaner bags, printer toner or ink cartridges, printer ribbons or fuel); • the cost of replacing any accessories (such as lawnmower belts, attachments, cables and cable joints, plugs, light covers, grills, removable parts, glass and enamel parts, catalytic panels, external piping, rain covers;

## [PL TRANSLATION]

3. colour loss, fading and any natural characteristic to the covering of the item including

splitting, cracking, scars, knots, bobbles, swirls, shading. Additionally hairline scratch marks (less than 1.5mm) in glasses are not within the service limits.

## [PL TRANSLATION]

4. repairs required where the product is functioning within the manufacturer's tolerances (for example, number of pixel failures)

## [PL TRANSLATION]

5. abrasions that are caused by daily use and cleaning over a period of time;

## [PL TRANSLATION]

6. any odours or staining;

## [PL TRANSLATION]

7. any stain or damage caused when the product was being transported or was in storage;

## [PL TRANSLATION]

8. any stain or damage caused by contractors in your home, neglect, abuse, misuse, malicious damage, theft, fire, scorching, flood, burst pipes (including radiator leaks), sunlight, wind, weather, leaking roofs or leaking conservatories;

#### [PL TRANSLATION]

9. animal damage caused by: a. biting or chewing; b. an accumulation of multiple incidences of scratching in multiple areas;

#### [PL TRANSLATION]

10. deterioration of the product's appearance through normal use or general soiling for example wear on high areas of traffic e.g. arm rest, or a build- up of oils on a headrest and so on;

## [PL TRANSLATION]

11. routine repair/cleaning carried out by a authorized repairer/cleaner or another party;

#### [PL TRANSLATION]

12. any failure of repairs not undertaken as part of this Plan;

## [PL TRANSLATION]

SECTION 5 – HOW TO REQUEST REPAIR SERVICES

#### [PL TRANSLATION]

1. If you need to make a repair request under this plan, please email Seel at or phone Seel on 1.844.696.1217. We will provide you with a form or you can download the form from our website: (note website offers the fastest resolution).

## [PL TRANSLATION]

2. You must make any request for repair services as soon as possible, and always within 28 days of the event giving rise to a request. Any delay may mean that we will not be able to

provide repair services. We may ask to inspect the product to help assess what services should be provided.

## [PL TRANSLATION]

3. We may ask you to provide photographs of the damage so we can assess what repair services should be provided more quickly.

## [PL TRANSLATION]

4. If you have reported an incident by phoning Seel, you can only request services for that incident on the form. You must submit a separate repair request for any other incidents separately. Our technician will be instructed to only carry out the repair needed as a result of the incident you reported on the phone

#### [PL TRANSLATION]

5. Once an appointment has been confirmed for a technician to come to your home, if you want to cancel the appointment you must give 24 hours' notice.

#### [PL TRANSLATION]

6. We may provide services by sending you a specialised stain remover product (if appropriate) or cleaning or repairing your damaged product as we see fit. If the product cannot be satisfactorily cleaned or repaired, we may replace the product. The following will then apply:

## [PL TRANSLATION]

a. If we agree to replace the product or part of it, we may take possession of the original item or part;

## [PL TRANSLATION]

b. We do not guarantee that any repair or replacement will be an exact match of grain, sheen, pattern or colour. Any replacement parts will be matched to an inconspicuous area of the product and our services are limited to the best job a Seel approved technician could do in the circumstances:

## [PL TRANSLATION]

c. If, after we have provided a replacement, we do not take possession of the original product or part for ourselves, you will be responsible for disposing of it;

#### [PL TRANSLATION]

d. If we replace the product, we will not provide further repair services in respect of that replacement;

#### [PL TRANSLATION]

e. You must co-operate with us when we arrange any delivery or collection with you; and

## [PL TRANSLATION]

f. Any replacement will be of a similar standard, specification and style as your original

product, provided that the cost of such replacement does not exceed the original purchase price of the furniture.

## [PL TRANSLATION]

**SECTION 6 - GENERAL CONDITIONS** 

#### [PL TRANSLATION]

1. You should always look after the product to prevent any staining or damage and maintain it in line with the manufacturer's guidelines.

## [PL TRANSLATION]

2. This plan applies to the laws and jurisdiction of the Republic of Ireland.

#### [PL TRANSLATION]

3. You must tell us if you change address. If you move out of the EU or UK, this Service Plan will automatically be cancelled.

#### [PL TRANSLATION]

4. The owner of the service plan (the person named on the invoice) can transfer this Plan to another person by: • emailing support@seel.com; • giving us the full name and address of the person this plan is being transferred to; • telling us the date you want the transfer to take place; and • paying a  $\in$ 10 administration fee; The transfer will not be effective until we receive the new information and fee.

#### [PL TRANSLATION]

5. We will only change the terms of this Plan in accordance with relevant law or regulation. We will give you at least 60 days written notice of any change.

#### [PL TRANSLATION]

SECTION 7 - WHEN THIS SERVICE PLAN STARTS AND ENDS

## [PL TRANSLATION]

1. This service plan will commence on the date of delivery of your furniture and end on the earlier of:

#### [PL TRANSLATION]

a. three years after the product is delivered to your home;

#### [PL TRANSLATION]

b. on the date we replace the whole product or the value of services provided exceeds the original purchase price of the furniture;

## [PL TRANSLATION]

c. on the date we cancel your plan because you have made a fraudulent request; or

#### [PL TRANSLATION]

d. on the date you cancel your plan as per section 9 below.

## [PL TRANSLATION] SECTION 8 - YOUR RIGHT TO CANCEL

## [PL TRANSLATION]

1. If you want to, you may cancel this plan within 30 days of delivery of the product being delivered to your home, please contact the retailer you bought the product from. If you have not made any repair request, you will get a full refund of any fees paid. The only exception to this is if the product has been treated with a stain protector as part of the plan. In this case, you will be entitled to a refund of only 75% of the fees you have paid.

## [PL TRANSLATION]

2. If you want to cancel this plan 30 days or more after the product has been delivered, email . If we have not provided any repair services, you will be entitled to a refund of a proportion of the fees you have paid. The refund will be based on the number of complete months of this service plan remaining from the date you asked us to cancel it. You will also have to pay an administration fee of  $\in 10$  which we will take from your refund. If the product has been treated with a stain protector as part of the plan, we will take a further  $\in 10$  from any refund.

#### [PL TRANSLATION]

3. Cancellations will not be backdated. If we have provided repair services, you will not be entitled to any refund of fees. If there has been an incident likely to require repair services, you will not be entitled to a refund until we have decided whether we should provide those services. If we decide not to provide such services, the date of cancellation will be the date you asked us to cancel this plan.

[PL TRANSLATION]
SECTION 9 - COMPLAINTS

#### [PL TRANSLATION]

If your expectations are not met or you are dissatisfied in some way we would like to know. If you follow the guidelines below, your complaint will be dealt with in the most efficient way possible. If you wish to make a complaint, please contact your service administrator, SEELWARRANTY - MEDIAÇÃO DE SEGUROS, LDA. (Seel), whose registered address is AV. Fontes Pereira De Melo, 6 1050-121 Lisbon or email or call 1.844.696.1217 and quote your Plan reference number so that your enquiry can be dealt with quickly. Seel will acknowledge your complaint within a maximum of 10 working days and aim to resolve your complaint within 40 working days from first notification. Please remember to include your full name and full postal address in all correspondence.

[PL TRANSLATION]
SECTION 10 - NOTICE TO CUSTOMERS

#### [PL TRANSLATION]

We may monitor or record any phone calls you make in connection with this plan. This is to check the accuracy of the information, help with staff training and prove that our and Seel's

procedures meet all relevant legislative requirements. If communication is difficult, please tell Seel and they will be pleased to help.

## [PL TRANSLATION]

SECTION 11 - PRIVACY STATEMENT SEELWARRANTY - MEDIAÇÃO DE SEGUROS, LDA. (Seel), (the Data Controller) is committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data.

## [PL TRANSLATION]

1. Data Protection SEELWARRANTY - MEDIAÇÃO DE SEGUROS, LDA. (the Data Controller) is committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data.

#### [PL TRANSLATION]

2. How We Use Your Personal Data We may use the personal data we hold about you for the purposes of performing this service plan, this includes providing repair services on furniture at your home that you request of us and administering the same; including processing service requests and any other related purposes, pricing or statistical purposes. We may also use your data to safeguard against fraud and money laundering and to meet our general legal and legislative obligations.

## [PL TRANSLATION]

3. Disclosure of Your Personal Data We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, third party administrators, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors and as may be required by law.

#### [PL TRANSLATION]

We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

#### [PL TRANSLATION]

5. Your Rights You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of your data, to ask us to provide a copy of your data to any controller and to lodge a complaint with the data protection commission. See below for the contact details of our Data Protection Officer.

## [PL TRANSLATION]

6. Retention Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the retention period will be for a

period of seven (7) years following the expiration of the Plan, or our business relationship with you, unless we are required to retain the data for a longer period due to business or legal requirements. If You require more information or have any questions concerning our use of your personal data our full Privacy Policy can be found at https://www.seel.com/privacy, alternatively contact The Data Protection Officer, SEELWARRANTY - MEDIAÇÃO DE SEGUROS, LDA. (Seel), whose registered address is AV. Fontes Pereira De Melo, 6 1050-121 Lisbon or via email at support@seel.com By proceeding with this Service Plan you are agreeing to the terms of our Privacy Policy.

[PL TRANSLATION]
SECTION 12 – ENTIRE AGREEMENT

## [PL TRANSLATION]

This document supersedes any previous written or oral agreement in relation to the matters dealt with in this service plan.

[PL TRANSLATION]

## [PL TRANSLATION]

To request a LARGE print version of these conditions, please email or call 1.844.696.1217