LEGAL GUARANTEE

Minimum two-year legal guarantee protection for goods sold in the European Union.

Consumers can claim their rights under the legal guarantee of conformity, for example if goods:

- do not match the description;
- do not function as intended.

Sellers are liable for any lack of conformity which existed when the goods were delivered, and which becomes apparent within the legal guarantee period. Sellers in such a situation are required to offer:

- **free repair** or **free replacement;**
- in some cases, a **price reduction** or **full reimbursement**.

Some countries have a longer legal guarantee period. For second-hand goods, a shorter period may apply, but not less than one year.

For more information on your rights in a specific country, scan the QR code below or ask the seller.

europa.eu/youreurope/guarantees

For the Trivas Grup commercial warranty conditions in all European Union languages, scan the QR code below.

What to do
if you receive non-conforming goods:

1. Contact the seller as soon as possible to report the issue;
2. Provide proof of purchase, such as a receipt, invoice, or bank statement.

GARAN

Sellers and producers may also offer commercial guarantees, which apply independently from the legal guarantee. For example, you may see this GARAN label representing a **commercial guarantee of durability** offered by the producer at no additional cost and covering the entire good.

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COMMERCIAL WARRANTY

For legal entities, the period of the commercial warranty (as defined in Article 2, point 12 of Emergency Ordinance no. 140/2021) is 12 months from the invoice date. For individuals/consumers (as defined by law), the period of the conformity warranty is 24 months from the invoice date.

Importing company:

TRIVAS GRUP S.R.L., J2018000191095, Tax ID 4588222
Address: 49 Mercur Street, Brăila, Romania.
Phone: 0339 732 728, e-mail: info@trivasgrup.ro

Service unit:

TRIVAS GRUP SRL: 49 Mercur Street, Brăila, Romania,
Tel: 0239 629 159, e-mail: service@trivasgrup.ro
Hours: Monday-Friday, 8:00 AM - 4:00 PM

Consumers (as defined by law) are entitled to remedial measures from the seller, free of charge, in case of non-conformity of the goods, in accordance with the provisions of Articles 11-14 of Emergency Ordinance no. 140/2021, and these remedial measures are not affected by the commercial warranty.

Legal conformity warranty

1. The seller is liable to the consumer for any non-conformity that exists at the time of delivery of the goods and which is found within two years of that date. The term consumer means what the law defines as such at the time of issuing this certificate.
2. For products whose average useful life is less than 2 years, this term shall be reduced in accordance with the average useful life.
3. In the case of goods with digital elements for which the sales contract provides for the continuous supply of digital content for a certain period, the seller is also liable for any non-conformity of the digital content or digital service that occurs or is found within two years of the delivery of the goods with digital elements, for products with an average useful life of up to five years, or within five years of that date for products with an average useful life of more than five years.
4. In case of non-conformity, the consumer has the right to benefit from bringing the goods into conformity, to benefit from a proportional reduction in price, or to obtain termination of the contract under the conditions provided for in Article 11 of Emergency Ordinance no. 140/2021.
5. In the case of lack of conformity, the consumer has the right to request the seller, in the first instance, to repair the product, or has the right to request replacement of the product, in each case free of charge, except where the measure is impossible or disproportionate. The impossible or disproportionate nature of a measure shall be established in accordance with Article 11 of Emergency Ordinance no. 140/2021.
6. The consumer has the right either to obtain a proportional reduction in price or to obtain termination of the sales contract in any of the following cases: a) the seller has not completed the repair or replacement, or has refused to bring the goods into conformity because the respective measure is impossible or imposes disproportionate costs on him; b) non-conformity is found despite the seller's efforts to remedy it; c) the non-conformity is of such gravity that it justifies a price reduction or the right to immediate termination of the sales contract; d) the seller has declared that he will not bring the goods into conformity within a reasonable time or without significant inconvenience to the consumer, or this is clearly apparent from the circumstances of the case.

7. The consumer does not have the right to obtain termination of the contract if the non-conformity is minor.
8. The consumer exercises his right to obtain termination of the sales contract by means of a declaration to the seller, by which he expresses his decision to obtain termination of the sales contract. The seller shall reimburse the consumer the price paid for the goods upon receipt of the goods or of proof provided by the consumer that the goods have been returned.
9. The consumer has the right to suspend payment of any outstanding part of the price of the goods, or of a part thereof, until the seller has fulfilled his obligations under Emergency Ordinance no. 140/2021.
10. Consumers may opt for a certain remedial measure if the non-conformity of the goods is found shortly after delivery, not exceeding 30 calendar days.
11. Any repair or replacement of the products shall be carried out free of charge within 15 calendar days from the date on which the buyer, as the case may be, notified the seller of the lack of conformity of the product or handed over the product to the seller or to the person designated by the seller, based on a handover document.
12. The term “free of charge” refers to all costs necessary to bring the products into conformity, including postal costs, transport, handling, diagnosis, expert assessment, disassembly, assembly, labor, materials used, and packaging.

The period of non-functionality due to lack of conformity arising within the warranty period extends the period of the legal conformity warranty and of the commercial warranty, and runs from the moment the seller was notified of the lack of conformity of the product until the effective delivery of the goods in normal working condition to the buyer.

Durable goods that replace defective products within the warranty period shall benefit from a new warranty period, which runs from the date of replacement of the product. The warranty period runs from the date the respective goods come into the buyer's possession. The provisions of points 4-12 of the “Legal conformity warranty” chapter also apply to the commercial warranty.

Procedure for enforcing the commercial warranty

- The buyer shall hand over the defective goods to the service unit indicated in this certificate or to one of the seller's stores, signing a handover protocol for the goods. The goods must be accompanied by the purchase invoice and the warranty certificate.
- A product eligible for the commercial warranty will be repaired or replaced free of charge for the buyer. If this is not possible, the buyer has the right either to obtain a proportional reduction in price or to obtain termination of the sales contract.
- The seller undertakes to inform the buyer regarding the repair/replacement of the product, so that the buyer can come to collect it.
- The buyer undertakes to collect the product within 10 days of the date on which he was notified by the seller regarding the completion of the repair.

The legal conformity warranty and the commercial warranty become void if:

- The storage, installation, and operating instructions and/or the conditions specified in the warranty certificate have not been observed. The seller assumes no obligation if the buyer loses the instruction manual.

- Persons other than companies authorized by the seller have intervened on the equipment, or the seals or warranty labels have been damaged.
- The equipment has been damaged intentionally or through negligence, has been modified, or used for purposes other than those for which it was intended.
- The equipment has been damaged due to installation in areas with high humidity/corrosive environments, due to transport, handling, storage, incorrect use, or if traces of liquid are found on its electrical components.
- The equipment has suffered mechanical shocks through crushing, impact, etc.

Upon entering service, the buyer shall present the invoice and the warranty certificate that accompanied the product. Without these documents, the buyer cannot benefit from the warranty.

The buyer declares that he accepts all the clauses mentioned in this warranty certificate, that the product received is complete, in good condition, and matches the one invoiced.