Statutory complaint - goods not in conformity with the contract

Statutory rights against the seller are independent of the commercial guarantee and the SureFit 365™ programme.

1. Seller and contact

For a purchase from YIVO, the seller and recipient of the complaint is YIVO Sebastian Zając, ul. Zofii Nałkowskiej 16E, 41-700 Ruda Śląska, Poland. NIP: 642-315-75-74; REGON: 383257067. Email: reklamacje@yivo.pl. The same address is used for correspondence and returning the goods concerned. If you bought from another seller, address your statutory claim to that seller.

2. Who is covered

We describe consumer protection for contracts concluded from 1 January 2023. Chapter 5a of the Polish Consumer Rights Act also covers a natural person buying in connection with a business where the purchase is not professional in nature for that person, assessed particularly by reference to CEIDG (Article 7aa). An invoice alone does not remove this protection; a declaration at purchase is not a condition for it. Earlier contracts and other business purchases are governed by the provisions applicable to them; we do not exclude those rights.

3. Reporting a problem

You may report by email, by post to the address above or through the appropriate marketplace channel; other legally permitted forms are also accepted. Please describe the goods, the problem, when it became apparent, your requested remedy and details enabling us to reply and identify the purchase. An order number, photographs and proof of purchase help, but a form, photographs, original packaging or a paper receipt are not conditions for accepting a complaint. Other evidence can establish the purchase.

4. Scope and duration

We are liable for a lack of conformity existing on delivery and becoming apparent within 2 years; a longer stated useful life is taken into account as provided by law. During those 2 years, the lack of conformity is presumed to have existed on delivery unless proved otherwise or incompatible with the nature of the goods or the non-conformity. Fraudulent concealment prevents reliance on expiry of that period. For goods with digital elements, statutory update duties and protection for continuous supplies also remain. This period is not the limitation period for a claim.

5. Repair or replacement

The buyer may choose repair or replacement. The seller may use the other remedy if the chosen one is impossible or disproportionately costly; if both are impossible or disproportionately costly, the seller may refuse to bring the goods into conformity, without removing the buyer's further remedies. Repair or replacement must be completed within a reasonable time after notification, without excessive inconvenience, taking account of the goods and the purpose of the purchase.

6. Price reduction or termination

A proportionate price reduction or termination of the contract is available where the seller refused or failed to bring the goods into conformity, the lack of conformity persists after an attempt, it is sufficiently serious to justify these remedies immediately, or it is clear that conformity will not be restored within a reasonable time or without excessive inconvenience. Termination is unavailable for an insignificant lack of conformity; significance is presumed. For part of an order, Article 43e(5) determines the scope of termination.

7. Reply to the complaint

A consumer receives a reply on paper or another durable medium, such as email, within 14 days of receipt of the complaint, calculated under the legal rules on time limits. Failure to reply means acceptance of the complaint (Article 7a). Time runs from receipt of the notification, not only from return of the goods; this is not an automatic deadline for completing a repair. We reply without undue delay to a business buyer covered by Article 7aa; that provision alone does not extend the effect of silence under Article 7a to them. We give reasons for a refusal.

8. Collection and costs

The buyer makes the goods available and the seller collects them at the seller's expense. The seller bears repair or replacement costs, including postage, transport, labour and materials, and any required removal and reinstallation of previously installed goods. Return following termination for lack of conformity is at the seller's expense. Please agree a safe collection method with us, but this is not a condition of statutory rights. Rejection alone does not justify automatically charging the buyer for transport or an expert assessment. No charge is made for normal use of goods subsequently replaced.

9. Refunds and further claims

For a price reduction, we refund the amount due without delay, no later than 14 days after receipt of the declaration. For termination, we refund the price without delay, no later than 14 days after receipt of the goods or proof of their return. The refund uses the same payment method unless the buyer expressly agrees to another method at no cost. A consumer may withhold payment until the obligations under Articles 43d and 43e are fulfilled. Statutory claims for damages remain available.

10. Commercial guarantee and SureFit 365™

The buyer chooses the basis of the complaint. There is no requirement to use the guarantee first; refusal under one route does not remove rights under the other. The commercial guarantee and SureFit 365™ have separate documents and remain unchanged. Their limitations, periods and exceptions to returns do not limit mandatory statutory protection.

11. Cross-border purchases and enforcing rights

This document does not impose a choice of law or court. It does not limit mandatory protection under the applicable law, particularly the law of the consumer's habitual residence in situations covered by Article 6 of the Rome I Regulation. Any longer protection periods due, including after repair, also apply. All language versions convey the same terms. You may provide further explanations; this is not a condition of going to court. Consumers may seek assistance from a consumer ombudsman, the relevant European Consumer Centre or an available out-of-court procedure as provided by law.

Legal basis: Polish Consumer Rights Act of 30 May 2014, particularly Articles 7, 7a, 7aa and 43a-43g (consolidated text: Dz.U. 2026 item 1244), applicable provisions of the Civil Code and Article 6 of Regulation (EC) No 593/2008 (Rome I). Editorial date: 15.10.2026.