

Warranty Terms

Fabryka Mebli Balma S.A.

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Furniture designed for durability, functionality and responsible use.

Key information

The following summary sets out the key rules. The full Warranty Terms are provided in the subsequent sections of this document.

Area	Rule
Warranty period	3 years from the date of actual delivery of the Product, based on the delivery note document issued by FM Balma S.A.
Lighting components and combination locks	1-year warranty.
Claim submission address	reklamacje@balma.pl
Submission method	In writing: by e-mail, using the warranty claim form available on the B2B portal or using the Warranty Claim Form.
Claim assessment	7 working days from receipt of a correctly submitted claim; where necessary - from the date on which the furniture concerned is delivered to the Warrantor.
Transport damage	Must be recorded on the delivery note document upon acceptance and reported within 3 days of delivery.
Missing items in packages	Must be reported within 7 days from delivery of the Products.
Proof of purchase	Invoice, receipt, delivery note document, order number or another document confirming the purchase and identifying the Product. The absence of an invoice does not automatically result in rejection if the purchase can be demonstrated by other evidence.
Related documents	Appendix A - Furniture Use Rules; Appendix B - Warranty Claim Form.

Scope of the document

These Warranty Terms set out the warranty liability rules of FM Balma S.A., the warranty claim submission procedure, the time limits for assessing and fulfilling claims, the rules concerning transport and unpacking, and information on material properties.

The following form an integral part of these Warranty Terms:

Appendix A — Furniture Use Rules

Appendix B — Warranty Claim Form

General Warranty Terms of Fabryka Mebli Balma S.A.

1. Introduction

Thank you for choosing a Balma product. Balma furniture is designed for everyday use in workspaces. Its durability results both from the quality of workmanship and from proper transport, assembly, use and care.

This document sets out the warranty rules, the procedure for submitting warranty claims and information on the properties of materials used in Balma products.

2. Definitions - Warrantor, Customer and related documents

Warrantor - FM Balma S.A., which grants a warranty for purchased products under the terms set out in this document.

Customer - the entity submitting a warranty claim for a product covered by the warranty and holding a document confirming the purchase.

Product - a piece of furniture or furnishing manufactured or supplied by FM Balma S.A. and covered by these Warranty Terms.

The documents related to these Warranty Terms are:

- Appendix A - Furniture Use Rules.
- Appendix B - Warranty Claim Form.

Delivery Date — the date on which the relevant Product is actually handed over to the Buyer or to a person acting on the Buyer's behalf, as confirmed by a delivery document or another reliable document.

Defect — non-conformity of the Product with its agreed specification, or a material, workmanship, design or technological defect whose cause was inherent in the Product at the time of delivery or results from actions performed by the Warrantor or by an entity acting on its behalf.

Apparent Defect — a defect that can be identified with due care during acceptance, unpacking or a standard inspection of the Product.

Latent Defect — a defect that could not reasonably have been identified during acceptance or unpacking and became apparent at a later date.

Authorised Entity — an entity designated or accepted by the Warrantor to assemble, disassemble, repair or service the relevant Product.

3. Warranty period and scope

3.1. Warranty period

FM Balma S.A., as the Warrantor, grants a 3-year warranty for purchased Products. The warranty period begins on the date of actual delivery of the Product, based on the delivery note document issued by FM Balma S.A.

The warranty period for lighting components and combination locks is 1 year.

3.2. Subject matter of the warranty

The Warrantor warrants that the purchased Product covered by this warranty is free from material defects and defects arising from the manufacturing processes used.

Warranty liability covers only defects caused by factors inherent in the sold Product. The warranty does not cover damage occurring after delivery of the Product as a result of an external event, improper use, improper assembly, transport not arranged by the Warrantor or third-party interference, provided that the Warrantor demonstrates a connection between such an event and the reported defect.

4. How to submit a warranty claim

If a defect covered by the warranty is identified, the Customer shall submit the warranty claim in writing: directly to reklamacje@balma.pl, using the warranty claim form available on the B2B portal, using the Warranty Claim Form constituting Appendix B, or in another manner agreed with the Warrantor.

The warranty claim should include:

- full details of the company submitting the claim,
- the code or name of the Product concerned,
- the order or invoice number,
- a detailed description of the identified defect,
- photographs of the identified defect,
- for a Product containing electrical components, e.g. a desk with electric desktop height adjustment - additionally, photographs of the rating plates.

A document confirming the purchase, in particular an invoice or receipt, is required in order to exercise the rights arising under this warranty.

5. Time limits for assessing and fulfilling warranty claims

The Warrantor shall assess a warranty claim within 7 working days from receipt of a correctly submitted claim or, if the Warrantor considers this necessary, from the date on which the furniture concerned is delivered to the Warrantor.

If the claim cannot be assessed on the basis of the submission, documents and photographs, the Warrantor shall promptly inform the Buyer that an inspection is required and specify how the Product is to be made available. In such a case, the assessment period begins on the date on which the Product is made available or delivered to the Warrantor, where delivery is objectively necessary.

After accepting the claim, the Warrantor shall remedy the defect in the furniture covered by the warranty free of charge within the following time limits:

Type of claim fulfilment	Time limit
Supply of a standard Product	14 working days from assessment of the warranty claim
Supply of a non-standard Product	14-21 working days from assessment of the warranty claim
Fittings and components sent to the Customer	5 working days from assessment of the warranty claim
Repair of a standard Product	14 working days from delivery of the Product concerned to the Warrantor
Repair of a non-standard Product	14-21 working days from delivery of the Product concerned to the Warrantor

The Warrantor reserves the right to extend the above claim fulfilment periods if materials or components required to fulfil the claim must be obtained from third parties. The Customer shall be informed of the claim fulfilment date by e-mail or telephone.

6. Acceptance, transport and unpacking of the Product

Proper acceptance of the delivery and documentation of any damage are important for the warranty claim process.

6.1. Delivery inspection

When accepting the delivery, the condition of the packaging, the number of packages, any visible transport damage and the conformity of the delivery with the delivery documents, including the delivery note document, must be checked.

Transport damage, damage to packaging and any discrepancy between the number of packages and the delivery documents that were not recorded on the delivery note document upon acceptance of the Products and were not reported within 3 days from delivery of the Products constitute grounds for rejecting the claim.

6.2. Unpacking and assembly

Damage to furniture identified during unpacking should be reported and documented with photographs while unpacking, rather than after assembly has been completed. Damage reported at a later date shall not be deemed to have occurred at the Warrantor's premises or during transport and may constitute grounds for rejecting the claim.

Failure to report missing items in packages, e.g. fittings, handles or other assembly components, within 7 days from delivery of the Products constitutes grounds for rejecting the claim.

7. Delivery of the Product concerned to the Warrantor

Where it is necessary to deliver the furniture or component concerned to the Warrantor, the Product must be suitably packed to prevent transport damage and marked with a copy of the warranty claim.

Otherwise, the Warrantor's representative may refuse to accept the item concerned.

8. Proper use

The durability of the furniture depends on its proper use, cleaning and maintenance. Products should be used for their intended purpose, under conditions suitable for office furniture and in accordance with the rules set out in the instructions and Appendix A - Furniture Use Rules.

The warranty does not cover damage to or missing parts of Products resulting from use contrary to the Furniture Use Rules. The Furniture Use Rules are set out in Appendix A.

9. Situations in which the warranty does not apply

The warranty does not cover damage to or missing parts of Products resulting from:

- use contrary to the Furniture Use Rules set out in Appendix A,
- force majeure or the actions of third parties for which the Warrantor is not liable,
- mechanical damage to the furniture occurring after it has been delivered to the Customer by the seller,
- improper transport, if the furniture was transported without the involvement of the Warrantor or an authorised seller,
- improper assembly,
- alterations and repairs carried out without the Warrantor's knowledge, outside authorised service centres or the Warrantor's registered office,
- differences in colour shades between the colour shown for the Product in the catalogue and the actual colour of the furniture,
- differences in colour shades between the sample shown in the swatch collection and the actual colour of the furniture, particularly in the case of natural-veneer furniture,
- differences between Products purchased by the Customer at different times, including differences in the colour shades of natural veneer, plywood, melamine-faced boards, foils, HPL laminates, coatings and upholstery,
- furniture design features that do not affect the function of the furniture or reduce its strength or functionality,
- damage and colour changes resulting from extreme climatic conditions or environmental factors, e.g. acids, moisture or exposure to light, or resulting from improper use, cleaning or maintenance,

- an incomplete order specification, including an incomplete or inconsistent specification provided by the Buyer, but only to the extent that the missing or inconsistent data are related to the Product's non-conformity.

For supplementary orders or claims concerning natural-veneer Products, the Customer is required to provide a sample of the Product being reordered or claimed. The supplementary order or claim shall be fulfilled on the basis of this sample, with a similar colour match.

10. Natural properties of materials

Certain material characteristics result from their natural structure, production technology or manner of use. They do not constitute a Product defect or grounds for a claim, provided that they do not affect the function, durability or safe use of the furniture.

In particular, the following properties of the materials used to manufacture the furniture are not eligible for a claim:

Material / area	Properties not eligible for a claim
Shade and grain differences	Differences in shade depending on the direction of incident light and the direction of the grain. The Warrantor does not guarantee grain continuity for melamine-faced, foil-covered, HPL-covered or HPL extra boards, natural veneer or plywood.
Melamine-faced board	Surface inclusions and contamination no larger than 2 mm ² per 1 m ² , as permitted by the board manufacturer, and minor blemishes visible from a distance of less than 0.6 m are acceptable. In particular, with dark, solid-colour boards, it may be difficult to achieve a surface free from streaks and fingerprints.
Glass	Minor scratches and inclusions, colour differences between individual batches of glass and deformations in tempered glass are acceptable where they result from the physical or chemical properties of the material.
Aluminium and chrome	Minor scratches, inclusions, anodising streaks and other imperfections of anodised aluminium or chrome-plated surfaces visible from a distance of less than 0.6 m are acceptable.
Natural veneer	Due to the natural properties of the material, the grain pattern may vary between individual pieces of furniture. Surface characteristics resulting from the natural properties of the material are not defects, including knots, different shades and wood-grain patterns within one batch of furniture, burl figure, and uneven or asymmetrical grain distribution. Certain colours strongly emphasise the natural wood grain. Furniture made from different batches of raw material may vary significantly. Individual leaves, i.e. strips of natural veneer, may be visible. Depending on the viewing direction and position in relation to the lighting, different shades or patterns may appear on a single Product. The rules of use, sensitivity to UV radiation and high temperatures, and care recommendations for natural veneer are set out in Appendix A.
Lacquered surfaces	Inclusions on lacquered surfaces no larger than 2 mm ² per 1 m ² are acceptable.
HPL	It is not possible to match the grain on flat surfaces where modules are joined or on narrow edges. A dark edge may be visible where two HPL surfaces meet. Depending on the way the surface is exposed to light, a "flowing" effect may occur. This is a natural property of the material and is not eligible for a claim.

HPL extra	For decors imitating stone or concrete, the decorative material has a natural character; therefore, each piece of furniture may have an individual pattern and texture. A non-repeating pattern is not a defect. Patterns shown in swatch collections are for reference only. A dark, uneven or thickened edge may be visible where two HPL surfaces meet.
Deep-textured materials	Combining concrete or another deep-textured material with a material manufactured using a different technology does not guarantee a linear joint. This is a natural property and is not eligible for a claim.
Plywood	Dark discolouration on narrow edges, lack of continuity between individual veneer layers and lack of colour continuity across the plywood cross-section resulting from the natural properties of wood are acceptable.
Plywood with laminates	For Products in which plywood is used in combination with laminates, local concave surface irregularities no larger than 4 cm ² are acceptable.
Compact laminate	The following are acceptable: craters of 1 mm ² in an amount of up to 10 per 1 m ² , colour differences between the matt surface and the glossy or semi-matt edge, colour inclusions on the surface no larger than 1 mm ² , and edge non-linearity resulting from the material thickness.
Non-visible and internal parts	The Warrantor permits minor imperfections not covered by the warranty on the underside and inside the Product, e.g. on shelves or back panels. Such imperfections include chips, scratches, contamination and inclusions in laminates.
Normal wear and tear	The warranty does not cover changes in properties typical of the relevant type of furniture or wear of components resulting from normal use.
Upholstered furniture	During use of upholstered furniture, effects may occur that result from the properties of upholstery materials, soft fillings and the natural process of use. Typical characteristics of upholstered furniture include in particular: – the formation of folds, wrinkles and creases in the upholstery material, – variations in the lay of the pile in pile fabrics, – fabric shading resulting from fibre direction, pressure, sitting position or contact with skin, – pilling, i.e. the formation of small fibre balls on certain fabrics, – natural wear of upholstery, seams, soft components and auxiliary elements, – deformation of polyurethane foam and other soft fillings, – changes in firmness, displacement or compression of soft inserts, – differences in the shade of fabrics, leather or artificial leather resulting from different production batches, – colour changes resulting from use, exposure to light or environmental factors, – transfer of pigment from clothing to upholstery, e.g. from denim fabrics.

11. Repair, replacement and return of the Product concerned

If the warranty claim procedure results in the replacement of the furniture with new furniture free from defects, the Product concerned must be returned to the Warrantor in accordance with rules analogous to those described in section 7 of these Warranty Terms.

Failure to return the furniture within the time limit agreed by the parties may result in the Customer being charged the costs of the warranty claim.

12. Warrantor's liability

The Warrantor shall not be liable for damage, destruction, loss or reduced functionality of the furniture resulting from causes other than defects inherent in the furniture.

The warranty does not cover any Customer claims based on the loss of anticipated profits in connection with a defect, or any other damage whose value exceeds the value of the defective furniture.

Any repair, assembly or disassembly carried out by persons not authorised by the Warrantor, or the use of non-original parts for a repair, shall result in loss of the warranty.

13. Product innovations and changes

The Warrantor reserves the right to introduce innovations to Products, provided that they do not reduce the Product's properties or cause material changes to its external appearance.

14. Out-of-warranty repairs

All out-of-warranty repairs are carried out by FM Balma S.A. for a fee.

15. Availability of the document

The General Warranty Terms, together with the appendices, are available at the company's registered office and at www.balma.pl.

Appendices

- Appendix A - Furniture Use Rules.
- Appendix B - Warranty Claim Form.