

GENERAL TERMS AND CONDITIONS OF GUARANTEE

in force as of 25 September 2018

1. CZAH-POMIAR SP. Z O.O. with its registered seat at ul. Porcelanowa 25 in Katowice, Poland (Seller) guarantees good quality of the equipment purchased directly from the Seller, as per catalogue offer, by the Buyer who is not a consumer, provided that the Buyer uses the equipment for the purpose specified in the instruction manual. The Seller guarantees that the equipment complies with the law and with the currently binding quality and safety standards.
2. The object of the guarantee is the equipment with all the subassemblies which constitute its components which is installed by the Seller and listed in the documentation.
3. The Seller hereby provides quality guarantee in accordance with the Guarantee Card attached to the equipment. The guarantee period, specified in such the Guarantee Card, is calculated from the date on which the equipment was sold by the Seller.
4. Any defects disclosed during the guarantee period shall be removed free of charge.
5. The guarantee is effective in Poland.
6. Repairs under the guarantee do not cover periodic maintenance and inspection of the equipment, and in particular cleaning, adjustments, verification of its operations, correction of operating errors or setting user parameters and other activities on the Buyer's side.
7. The guarantee shall not apply to the equipment with mechanical or electrical damage due to no fault of the Seller, and in particular:
 - a) equipment damaged in connection with negligent delivery, loading, unloading, installation or start-up;
 - b) damage caused by improper use or use not in accordance with the instructions manual or safety regulations;
 - c) damage caused by fire, flood, lightning or other natural disasters, war or social unrest, unforeseeable accidents, power surges in the power and/or telecommunications grid, connection to the power grid not in accordance with the instructions manual;
 - d) equipment altered, modified or repaired by a party other than the Seller.
8. The guarantee does not apply to claims in respect of the technical parameters of the equipment as long as they are in conformity with the parameters indicated by the Seller in the documentation.
9. The Seller shall not be held liable under this agreement (guarantee services) if repairs required cannot be performed due to import/export restrictions on spare parts or other legal provisions, unforeseeable circumstances which make such repairs impossible or due to detrimental effects of Force Majeure.
10. The Buyer's entitlements under this guarantee are contingent on the presentation of the following while requesting a guarantee service:
 - a) Guarantee Card,
 - b) defective equipment.

- 11.** Repairs under the guarantee shall be performed at the registered seat of CZAH-POMIAR SP. Z O.O. in Katowice.
- 12.** The Buyer is obliged to forward the defective equipment through a forwarder indicated by the Seller along with the document of acceptance of the claim. The cost of shipment of the equipment covered by the guarantee from a place located in Poland shall be borne by the Seller. In the case of sales outside Poland, shipping costs shall be borne by the Buyer.
- 13.** While delivering the equipment with the Guarantee Card to the place indicated by the Seller, and in particular while forwarding the same by a third party, the Buyer undertakes to provide proper packaging. Any damage to or defects of the equipment caused by improper packaging shall be charged solely to the Buyer.
- 14.** The equipment delivered to the Seller's registered seat must meet basic conditions of hygiene; otherwise, cleaning undertaken by the Seller shall not be part of the guarantee service and as such shall be effected at a fee charged to the Buyer. The Seller's obligations under the guarantee may depend on the performance of such cleaning.
- 15.** Defects reported within the guarantee period, as referred to in the Guarantee Card, shall be removed by the Seller within 21 days commencing on the first business day following the date of delivery of the equipment to the Seller. The guarantee repair time may be shorter or longer than that indicated above, subject to arrangements between the Buyer and the Seller's service centre.
- 16.** If a component of the equipment only is defective, and it can be disconnected from the remaining part of the equipment which operates in accordance with the technical and maintenance conditions specified in the instructions manual, the Buyer's rights under this guarantee shall be limited exclusively to the defective part of the equipment.
- 17.** The Buyer shall be entitled to have the equipment replaced with a new one by the Seller if during the guarantee period the Seller has performed two guarantee repairs and the equipment remains defective and cannot be used in accordance with its purpose. The Seller shall state in writing that removal of the defect is impossible.
- 18.** In the event of extraordinary circumstances (e.g. the equipment is no longer in stock) where the replacement for new equipment is impossible, the Seller shall replace the defective equipment with equipment which has similar technical parameters. Such replacement shall be deemed as the fulfilment of the obligations under this guarantee.
- 19.** The Seller has proprietary rights to any and all defective equipment and parts thereof replaced under this guarantee. The Seller shall not be held liable for any loss, damage or destruction of the equipment due to reasons other than the defects inherent in the equipment, and shall not be held liable for damage other than the actual damage done.
- 20.** The entitlements under this guarantee shall not include the right of the Buyer to claim profits lost in connection with the failure of the equipment.
- 21.** The Seller shall not be held liable for bodily injury resulting from the improper usage of equipment.
- 22.** In all matters not regulated by the provisions specified above, the provisions of the Polish Civil Code shall apply.