

GENERAL TERMS AND CONDITIONS OF WARRANTY (GTCW) OF

C&T ELMECH SP. Z O.O. IN PRUSZCZ GDAŃSKI



Definitions:

- **Manufacturer, Manufacturer's Representative:** the party being an authorised representative of the manufacturer of a machine, product or system which granted a warranty.
- **End User:** the party representing the Investor, Buyer, Customer, End User or an internal maintenance department of the above.

These terms and conditions of free-of-charge warranty apply in the administrative area of the Republic of Poland. The terms and conditions of warranty outside the territory of the Republic of Poland are agreed individually.

The Manufacturer grants a free-of-charge guarantee for a period of 24 months from the delivery date, unless the order or the agreement stipulates otherwise.

Terms and conditions of warranty:

1. During the term of the warranty, the Manufacturer undertakes to repair any defects that are inherent in the object of the agreement free of charge. The term of the warranty results from the order or the agreement.
2. Warranty repairs shall be performed by the Manufacturer or an authorised Manufacturer's Representative on behalf of the Manufacturer.
3. The complaint procedure ends with the preparation of a Defect Repair Report signed by the Manufacturer or its Representative and by a person designated by the End User. A model report is attached to the Warranty Card.
4. The warranty shall be extended by the period from the day when the defect is reported in writing to the day when it is repaired, as confirmed in the Defect Repair Report.
5. The conditions for the exercise of rights under the warranty include operating the system in accordance with the conditions and guidelines specified in the Operating and Maintenance Manual, conducting inspections and maintaining records of inspections in the Equipment Log.
6. The warranty shall be excluded in particular if the system or product is tampered with, modified, altered, repaired without authorisation, or if the product is not used or operated according to its intended purpose.
7. The warranty does not cover damage due to external, mechanical, thermal or chemical factors, improper operation, normal wear and tear, in particular of consumables and spare parts.
8. The End User shall report the defect in writing to the e-mail address: serwis@elmech.pl, fax: +48 58 682 38 70. The defect notification must include the serial number of the equipment and a detailed description of the defect. If additional information on the defect or the operation of the product is required while examining the complaint, the End User shall provide any necessary data and information.
9. Under the warranty, the End User may, at its discretion, claim free-of-charge repair or replacement of the damaged components with fault-free components covered by the warranty which the Manufacturer confirms to be defective.
10. In the event of an unjustified defect notification (complaint), all costs incurred in connection with examining the complaint shall be paid by the End User.
11. If the End User fails to provide the Manufacturer's Representatives with access to the system or product reported as defective, this shall be considered as withdrawal of the claim.
12. If the product or system is located outside the administrative territory of the Republic of Poland, the End User shall deliver the equipment to the Manufacturer's premises or, if not possible, the End User shall communicate the current location of the equipment or system and facilitate any formalities to ensure effective access to the equipment or system. The costs of servicing outside the territory of the Republic of Poland shall be paid by the End User, unless the order or the agreement stipulates otherwise.
13. The Manufacturer or the Manufacturer's Representative undertakes to take steps within the response time specified in the order or the agreement or, if not specified therein, a period of time for steps to be taken shall be specified each time when a warranty claim is made.

14. The End User shall ensure safe and healthy conditions for any servicing work. If no servicing is possible due to poor working conditions or if servicing involves hazard to the life and health of the servicing personnel, the Manufacturer shall refrain from examining the complaint until suitable working conditions have been ensured. In such a case, the term of the warranty shall not be extended by the period of time during which it was not possible to take steps under the warranty. Failure to provide access to the equipment in compliance with the specified conditions for a period longer than 7 days shall be considered as withdrawal of the claim.

15. If the delivered object of the agreement has defects, the End User may demand that the defects be repaired and set an appropriate period of time for such repair to be performed by the Manufacturer. The repair of the defects shall begin without delay, i.e. not later than within 72 hours from the Manufacturer's receipt of the End User's claim, on the condition that the Manufacturer has the parts necessary to repair the defect. Following ineffective expiry of said term, and in situations where human life is at risk or significant financial losses could occur, the End User shall have the right to immediately repair the fault at the Manufacturer's expense and risk, and shall notify the Manufacturer about it.

16. The Manufacturer shall commence repairing the defect on the condition that it confirms that it has the necessary spare parts. The Manufacturer does not keep stock of all parts for its products, unless the order or the agreement stipulates otherwise. The term of delivery of the necessary parts shall be communicated by the Manufacturer to the End User without delay, i.e. within 72 hours from the moment when the claim was made.

17. Successful repair of the defects shall be confirmed by both parties in the Defect Repair Report.

18. The Manufacturer's liability does not cover defects which occurred due to external causes and do not have a causal relationship with its actions or omissions while performing the object of the agreement, i.e. defects and damage caused by force majeure, misuse, non-compliance with the operating manual, etc.

19. The End User shall entrust inspections and maintenance of the product covered by the warranty only to the Manufacturer or to companies authorised by the Manufacturer, after obtaining the Manufacturer's written consent.

20. The End User shall conduct technical inspections of the products or systems according to the guidelines specified in the Operating and Maintenance Manual.

21. The End User shall maintain an Equipment Log for recording all technical inspections of equipment or systems. The Manufacturer does not require a specific form of the log, which can be freely decided by the End User according to its needs and internal standards. The minimum requirement for the Equipment Log is that it must allow the recording of the following information following the repair of defects or inspections: date, scope of work performed, data of the individual performing the inspection or repair, data of the individual confirming the performance of work.

22. The End User shall keep the technical documents and Operating and Maintenance Manuals received from the Manufacturer in a designated archive according to the End User's standards and in the place of daily use by the End User's Maintenance Personnel and Operators.

23. After sending a defect notification or during a technical inspection performed by the Manufacturer, the End User shall make the Equipment Log as well as the provided technical documents and operating manuals available to the Manufacturer's Representative.

24. If no Equipment Log is available the warranty shall be voided.

25. The Manufacturer shall supply spare parts according to the order or the agreement. The Operating and Maintenance Manual does not provide for any spare parts.

26. The Manufacturer does not supply any spare parts or consumables, unless the order or the agreement stipulates otherwise. Spare parts are parts which wear over time as a result of normal operation according to the Operating and Maintenance Manual. Examples of spare parts:

- Bulbs for signalling lamps
- Fuses
- LED inserts
- Filter inserts in ventilation grates,

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