

1 SCOPE OF APPLICATION

1.1 The General Guarantee Conditions (hereinafter referred to as GGC) constitute an integral element of sales agreement and corresponding agreements devoted to the provision of services concluded between WIMERTON Pruszyński Spółka Jawna and Purchasers of the Products offered by the aforementioned company, unless such agreements state otherwise. The terms used in the aforementioned GGC shall have the following meaning:

- "Guarantor" - WIMERTON Pruszyński Spółka Jawna, NIP (Tax Identification Number) 8423358122, KRS (National Court Register Number) 0000640676 with its registered office in Suwałki, ul. Klonowa 40/73, 16-400 Suwałki, www.wimerton.com, email@wimerton.com
- "Purchaser" - a business partner purchasing products or services provided by the Guarantor
- "Parties" - Guarantor and Purchaser
- "GGC" - these General Guarantee Conditions offered by WIMERTON Pruszyński Spółka Jawna
- "Product" - products, goods and services constituting the subject of the statutory business activity performed by the Guarantor. The aforementioned scope of business activity is covered by a guarantee effective on the territory of the European Union.
- "Carrier" - courier, transport or forwarding company.
- "Warehouse" - the warehouse of the Seller located at its registered office.

1.2 The parties exclude the application of Purchaser's boilerplate texts (especially, in reference to general guarantee conditions as well as model agreements and regulations).

1.3 According to these GGC, the Guarantor shall provide the Purchaser with a guarantee concerning all Products sold by this party, ensure efficient operation of the Products included in its offer, provided that the aforementioned Products are used in accordance with their intended use and operating conditions determined in the documentation.

1.4 Direct guarantee claims against the Guarantor can be submitted exclusively by the Purchaser who purchased the Product from the Guarantor. In other cases the guarantee claims are to be submitted to the place where the Products were purchased.

1.5 Pursuant to the Art. 558 § 1 of the Polish Civil Code, the warranty¹ for the Product is excluded.

2 THE PERIOD COVERED BY THE GUARANTEE

2.1 The guarantee period as regards the Products offered by the Guarantor is effective from the sale date and lasts 24 months.

2.2 The Guarantor provides the Customer with a guarantee based on a sales document confirming that the sale of the Product took place.

3 SCOPE OF THE GUARANTEE

3.1 The Guarantor provides the Purchaser with a guarantee concerning all Products sold by this party, ensures efficient operation of the Products included in its offer, provided that they are used in accordance with their intended use and operating conditions determined in the documentation.

3.2 During the guarantee period the Guarantor is obliged either to provide spare parts free of charge or to repair a defective Product. If the Guarantor discovers that the repair of the Product is not possible or that the cost of repairing the device is disproportionately high compared to the price of a new device, this party shall replace the Product free of charge to eliminate the defects. As regards the guarantee, neither the Purchaser nor third parties shall be entitled to file a claim against the Guarantor in reference to any damage caused as a result of Product failure. The mere obligation burdening the Guarantor based on this guarantee is to provide spare parts, repair or replace the Product with a product which is free from defects in accordance with the terms of this guarantee.

3.3 The Guarantor shall be liable towards the Purchaser exclusively as regards physical defects caused by the causes existing within the sold Product. The guarantee does not cover defects caused by other reasons and, especially, resulting from:

1. external factors: mechanical, thermal, chemical, flooding, excessive soiling, etc. ;
2. installation and use of the Product contrary to its intended use which is determined in the instruction manual;
3. use of the Product in conditions which are not in accordance with provided instruction manual (e.g. max/min working temperature, humidity, vibration level, etc.);
4. installation design errors, improper selection of the Product;
5. connecting the Product by individuals not holding the proper Polish Association of Electrical Engineers (SEP) Electrician Certificate (voltage up to 1kV), connecting the Product not in accordance with the wiring diagram, supplying the Product with voltage other than the one determined in the instructions;
6. use of the Product contrary to its intended purpose or engineering art;
7. failure to observe the requirements specified in the instruction manual as regards electrical protection;
8. incorrect installation, maintenance, storage and transportation of the Product;
9. Product failures resulting from the use of non-original or incompatible components and materials;

10. damages resulting from fortuitous event, factors connected to the occurrence of force majeure (fire, atmospheric discharges, etc.);

11. faulty operation of other installations (e.g. electricity, heating, etc.) or devices which have impact on the operation of the Product (e.g. inverters, relays, humidifiers, heaters, etc.).

3.4 The guarantee does not cover parts which undergo normal wear as well as parts and consumables such as: switches, fuses, batteries, filters, bulbs, etc.

3.5 The guarantee does not cover the Product which cannot be identified as a Product purchased from Guarantor based on presented documents and product features and/or Product without the identification plate of the Guarantor.

3.6 The guarantee refers to the Product purchased from the Guarantor or from its sales network subject to the Purchaser's timely payment for the Product. In case of a delay in due payment for the Product, the guarantee procedure shall be suspended until the Purchaser pays the full price.

4 LOSS OF GUARANTEE

4.1 The Purchaser shall lose the rights resulting from the product guarantee if at least one of the following circumstances is observed:

1. any modification concerning the Product,
2. interference concerning the Product of unauthorized individuals;
3. any attempts at repairing the Product performed by unauthorized persons,
4. failure to comply with the obligation of conducting periodic maintenance inspections, if they are required,
5. occurrence of arrears as regards payment for the Product exceeding 90 days from the date of the due date on the sale document.

4.2 The Guarantor claiming the existence of the reason indicated in point 4.1 constitutes the grounds for non-recognition of the complaint as regards the Product. If the complaint is not recognized, the Product covered by the complaint shall be returned to the claimant based on its written request, provided that this party has paid the costs of sending the Product to and from the Guarantor's service.

4.3 The goods referred to in point 4.2 which are not collected shall be automatically disposed of after a period of 60 days.

5 APPLICATION AND GUARANTEE PROCEDURE

5.1 Fulfilling the following conditions constitutes the grounds for accepting a complaint:

1. filing a complaint by the Purchaser in writing, potentially via e-mail using the appropriate WIMERTON form containing: the name and details of the person submitting the complaint, product name, type, date of purchase, detailed description of the damage along with additional information referring to the defects of the Product. A model form is available on the website www.wimerton.com or at the registered office of the Guarantor.
2. presenting the original purchase document as regards the Product covered by the complaint;
3. delivering the Product covered by the complaint to the registered office of the Guarantor personally or via the Carrier or providing access to the equipment at the place of installation based on each request of the Guarantor.

5.2 Defects or damage to the Product disclosed during the guarantee period should be reported to the Guarantor immediately, but no later than 7 days from the date of disclosure.

5.3 The product in reference to which the defect was found should be immediately excluded from use under the pain of the guarantee losing its effectiveness.

5.4 The Guarantor undertakes to perform the guarantee service concerning a small-sized device within 14 business days from the date of receiving the device at its registered office in accordance with point 5.1.

5.5 If the complaint concerns an untypical or imported Product or a Product produced based on the Purchaser's individual order, in particular a Product representing specific parameters or properties which require specialized spare parts, the Guarantor reserves the right to extend the period of guarantee performance by the period necessary to import or produce the aforementioned parts, however, this period cannot be no longer than 90 days.

5.6 Small devices should be returned to the Guarantor's address after prior arrangement with the Purchaser incurring the costs and risk of the shipment. Recognition of the Purchaser's guarantee claims shall involve the repair of the Product or replacement of the Product with a Product free from defects and refund of shipping costs incurred by the Purchaser in accordance with the transport pricelist applied by WIMERTON Pruszyński Spółka Jawna.

5.7 The registered office of the Guarantor is considered to be the place of performance as regards the activities referred to in point 3.1. The Purchaser or the Carrier is liable for the proper packaging and delivery of the Product to the Guarantor. This liability can in no manner burden the Guarantor.

5.8 The guarantee procedure covers exclusively complete products which are serviceable, free from defects and mechanical damage caused by external factors.

5.9 If the complaint refers to large devices, the Guarantor shall send its service team to the place of Product assembly in order to diagnose or repair the Product. If service call turns out to be groundless, the Purchaser shall reimburse travel costs and maintenance services in accordance with the Guarantor's price list.

5.10 In case of servicing the Product at the place of its assembly, the Purchaser is obliged to provide free access to the Product and enable the Guarantor performing a safe service procedure in accordance with all occupational health and safety rules, proper preparation of the site and appropriate technical capabilities. If these conditions are not met, the service technician has the right to refuse to perform service activities.

5.11 Products sent back to the Guarantor's address at its expense or sent back without the Seller's knowledge and acceptance shall not be accepted or shall be accepted subject to that the service procedure shall not be started until the Guarantor is reimbursed in reference to the costs of shipment of the Product within a non-extendible period of 14 days. Point 3.3 shall apply.

5.12 The claimed Product should be properly secured during transport. The risk of the Product delivery burdens the Purchaser. The Guarantor shall not be liable for any damage or defects made to the Product in transit, in particular due to improper packaging or incorrect protection of the Product by the Purchaser.

5.13 The Guarantor makes a decision as regards the validity of the guarantee claim and on the selection of the manner of implementing the recognized guarantee claims.

5.14 The aforementioned defective Products shall become the property of the Guarantor.

5.15 The Guarantor reserves the right to burden the Purchaser with handling costs connected to the conducted expertise of the Product, if the product covered by the complaint turns out to be functional or if damage was not covered by the Guarantee.

5.16 The Guarantor reserves the right to conduct a local inspection at the place where the Product covered by the complaint is installed.

5.17 The Guarantor reserves the right to suspend the guarantee procedure if the Purchaser is in arrears with payments indicated in sales documents for period longer than 7 days.

5.18 If the Product is to be repaired, the duration of the guarantee shall be extended by this period of Product failure. In the Product is replaced with a new one, this product is covered by a new statutory guarantee calculated from the moment of the Product delivery.

5.19 The Guarantor has no obligation to modernize or modify existing Products after their newer versions appear on the market.

5.20 These GGC exclude the liability of the Guarantor resulting from the warranty for defects of goods. Nevertheless, the aforementioned exemption does not apply to Purchasers who are Consumers within the meaning of the Civil Code.

6 RIGHT TO WITHDRAW FROM THE AGREEMENT

6.1 The Purchaser has the right to withdraw from the agreement within 14 days without providing any reason for such a conduct.

6.2 The period for withdrawing from the agreement expires after 14 days from the date on which the Purchaser came into physical possession of the discussed Product or on which a third party, other than the carrier, who was appointed by the Purchaser came into physical possession of the Product.

6.3 If the party intends to exercise the right of withdrawal from the agreement, the Purchaser is obliged to inform WIMERTON Pruszyński Spółka Jawna, ul. Klonowa 40/73, 16-400 Suwałki, e-mail: email@wimerton.com about its decision to withdraw from this agreement by making an explicit statement (for example in a letter sent via post or e-mail). One can use the model withdrawal form, however it is not mandatory.

6.4 If the party intends to meet the deadline for withdrawing from the agreement, it is sufficient to send information regarding the exercise of the Purchaser's right to withdraw from the agreement before the deadline to withdraw from the agreement expires.

6.5 In case of the withdrawal from this agreement, the Guarantor shall reimburse all payments received from the Purchaser, including delivery costs (this does not apply to additional costs resulting from the selected method of delivery other than the least expensive standard delivery selected by the Guarantor), without unjustified delay and, in any case, this period cannot exceed 14 days from the date on which the Purchaser has informed about its decision to exercise the right to withdraw from this agreement. The reimbursement shall be made using the same payment methods as the ones used by the Customer during the initial transaction. This does not apply if the Parties explicitly agreed to select a different solution; in any case, the Customer shall not incur any fees connected to this reimbursement. The Guarantor can withhold the reimbursement amount until it receives the Product or until the Customer provides evidence of its return, whichever occurs first.

6.6 The product is to be returned or handed over without unjustified delay and, in any case, no later than within 14 days from the date on which the Customer informed about its decision to withdraw from this agreement. The aforementioned deadline is met if the Product is sent back within 14 days.

6.7 The Customer bears the direct costs of returning the Product. Moreover, this party is responsible for any value decrease as regards the Product resulting from handling it in a different manner than what was necessary to retain the nature, characteristics and operation of the Product.

6.8 The right to withdraw from the agreement does not apply to an unusual product, manufactured according to the Customer's specification or obviously individualized product referred to in point 5.5. In matters not regulated by these provisions, Polish Civil Code shall apply

¹ In this text the term "warranty" is to correspond to Polish term "reklamacja" regulated in Polish Civil Code.