

GENERAL WARRANTY CONDITIONS OF INNERGO SYSTEMS SP. Z O.O.

- 1) INNERGO SYSTEMS guarantees that the equipment delivered is free from material and workmanship defects for a warranty period of 12 (twelve) months of normal use and operation, starting from the date of signature of the relevant acceptance protocol or confirmed delivery date.
- 2) The Client shall immediately notify INNERGO SYSTEMS of any defects connected with the equipment delivered in writing, however no later than within 7 (seven) days from the date of a defect disclosure.
- 3) INNERGO SYSTEMS undertakes to remove any material or workmanship defect of the equipment noted within the warranty period ("defect of the equipment") within the scope of the guarantee granted by INNERGO SYSTEMS at its own expense and risk.
- 4) In order to remove the defect of the equipment, the Client shall, at its own expense, deliver the defective part of the equipment to the INNERGO SYSTEMS branch office in Krosno (38-400 Krosno, ul. Tracka 2C) within 2 (two) days from the date of written notification with regard to the defect of the equipment, if the technical construction of the equipment allows for its delivery, without causing circumstances that may void the warranty.
- 5) INNERGO SYSTEMS undertakes to remove the defect of the equipment free of charge within a period not exceeding 21 (twenty-one) days from the date of delivery of the defective part of the equipment by the Client to the registered office of INNERGO SYSTEMS SP. Z O.O. The removal of the defect shall be confirmed by a repair report signed by INNERGO SYSTEMS and the Client.
- 6) If INNERGO SYSTEMS, when exercising the obligations under the warranty, delivers a brand-new part of the equipment, replacing the defective part, or delivers brand-new equipment, this defective part or equipment shall become the property of INNERGO SYSTEMS upon signature of a repair report by both Parties or upon confirmed delivery which confirms that the defect of the equipment has been removed. INNERGO SYSTEMS reserves the right to deliver new parts of the equipment that are not identical with the parts replaced, however ensuring the same functionality of the equipment.
- 7) INNERGO SYSTEMS reserves the right to extend the time of removal of the defect of the equipment, if actions are necessary to be taken by manufacturer of the equipment to remove the defect, provided that in the case of such a situation, it shall be presented and documented by INNERGO SYSTEMS within the deadline specified in point 5. Until the end of the manufacturer's actions to remove the defect of the equipment, INNERGO SYSTEMS shall provide the Client with equipment or part thereof that is equivalent, in terms of quality and functionality, to the equipment or part to which the manufacturer's actions take place.
- 8) Services / after-sale service requests under this warranty shall be provided / accepted by the Technical Support Centre of INNERGO SYSTEMS on working days during working hours from 9.00 a.m. to 5 p.m. The service requests shall be accepted via e-mail: serwis@innergo.pl. The service request regarding the defect of the equipment should contain a detailed description of the technical problem.
- 9) The warranty shall not cover:
 - a. The defects of the equipment resulting from improper use.
 - b. The defects of the equipment resulting from repair, modification or maintenance of the equipment carried out by persons other than INNERGO SYSTEMS employees.
 - c. The equipment from which brand-new marking has been removed.
 - d. The defects of the equipment which result from delays in reporting a defect specified in point 2.
 - e. The defects of the equipment resulting from fortuitous events (fire, flood, flooding, lightning, chemical or mechanical damage) or caused by deliberate damage.
 - f. The defects of the equipment resulting from its natural wear and tear.
 - g. The defects of the equipment caused by interoperability or inconsistency between the equipment and devices of third party, unless such interoperability is provided for in the Sales Agreement.
 - h. Any equipment not delivered by INNERGO SYSTEMS.
 - i. Consultation and telephone technical support is free of charge.
 - j. The defects of the equipment resulting from changes in configuration unless they were made by INNERGO SYSTEMS employees.
 - k. Preventive maintenance service, maintenance, cleaning equipment*.
- 10) In the event that the production of any spare part necessary for normal use of the equipment is stopped within the warranty period, INNERGO SYSTEMS shall provide an equivalent of the spare part compatible with the delivered equipment.
- 11) The warranty period for the equipment or its part repaired under the warranty shall be extended each time by the period from the date of reporting the defect of the equipment to INNERGO SYSTEMS in the mode specified in point 2 to the date of notifying the Client about the performance of its repair. If, after being repaired twice, the equipment or part thereof continue to have a defect that prevents it from being used for its intended purpose, the equipment or its part shall be replaced by a brand-new one. In the event that the equipment or its part is replaced by a new one, the warranty period is renewed for the replaced equipment or its part for a period consistent with the warranty period granted by the manufacturer of the equipment or for a period of 12 (twelve) months.
- 12) The Client is obliged to follow the rules for the use and operation of the equipment and to act in accordance with its intended use and with the rules described in the documents delivered together with the equipment and to protect the equipment against external conditions and possible mechanical damage.
- 13) The fulfilment of the aforementioned obligations shall exhaust the full liability of INNERGO SYSTEMS for physical defects of the equipment.
- 14) In the event that the equipment is covered by a manufacturer's warranty, the manufacturer's warranty terms and conditions, in particular the regulations concerning the warranty procedure used to a given manufacturer, shall have priority over the regulations contained in these General Warranty Conditions. In such a case, there may be changes, among others, in the time limits for the removal of defects referred to in point 5. This provision shall not affect the length of the warranty by INNERGO SYSTEMS.

*) Possible additional scope and deadlines of providing after-sale services in the post-warranty period shall be determined in a separate agreement concluded by INNERGO SYSTEMS and the Client.