GENERAL GUARANTEE CONDITIONS
Hexonic Sp. z o.o.

SUBJECT OF THE GUARANTEE
1. Hexonic Sp. z o.o., with its registered seat in Nowy Dwór Gdański, ul. Warszawska 50, Poland, hereinafter referred to as the Guarantor, provides a limited proper operation guarantee for the manufactured device. The guarantee period shall be 24 months from the date of issuing the device to the customer.

2. The Guarantor declares that the device indicated in the guarantee card shall operate properly, in accordance with the guarantee terms referred to therein, which constitute a guarantee statement. The guarantee only covers faults resulting from intrinsic factors related to the device itself, provided that it is operated according to the technical and operational instructions and manuals, complying with the conditions specified herein, which constitute a guarantee statement. The guarantor reserves the right to dispose of the item being in any condition, non-operational, etc. resulting from intrinsic factors, and their consequences, not including in the guarantee conditions all factors related to the operation of the device and components thereof. The guarantee does not cover any consequences of the device operation, made in non-compliance with the guarantee terms referred to therein.

3. This Guarantee stipulates standard terms and conditions of the Guarantor’s responsibility for the guarantees referred to herein. Separate commercial contracts may stipulate a broader scope of guarantee, according to the technology level of equivalent devices.

4. Under this guarantee, the Guarantor’s liability shall be limited to the net amount paid by the customer for the device manufactured by the Guarantor.

GUARANTEE COVERAGE
1. The guarantee coverage geographical area shall be limited to the territory of the Republic of Poland, as well as to areas individually agreed upon as device delivery locations.

2. The guarantee covers physical faults of the device resulting from intrinsic factors connected with the device, related to faulty components, however the guarantee does not include any costs of labor, repairs, replacement of parts, replacement of the device, disassembly and assembly costs, transport/freight costs, or handling fees, where the total value thereof would exceed the net amount of the price paid by the customer for the device on the date of purchase.

3. The Guarantor ensures good quality of the device and its proper operation under normal operating conditions.

4. The Guarantor only provides the guarantee under the terms and conditions stipulated herein. A guarantee provided as part of trade dealings excludes any Guarantor’s liability under implied warranty for defects and is limited to removing the recognized fault through repair, replacement of faulty components, or replacement of the entire device with a new one in accordance with this guarantee statement.

5. Guarantee for a device purchased as a consumer commodity (i.e. it does not include any costs of labor, repairs, replacement of parts, replacement of the device, disassembly and assembly costs, transport/freight costs, or handling fees, where the total value thereof would exceed the net amount of the price paid by the customer for the device on the date of purchase).

6. The Guarantor guarantees the device for the period of 24 months from the date of issuance of the device to the customer. The total value thereof shall not exceed the net amount paid by the customer for the device, not in compliance with the guarantee manual.

7. The Guarantor reserves the right to perform an expert evaluation of whether the installation works with the device, as part of the failure occurred, was performed correctly. In case the failure occurred within the warranty period, the replacement of the device, not in compliance with the guarantee manual, shall constitute the base to reject the guarantee request. The replacement costs shall be borne by the Guarantor. The guarantor reserves the right to dispose of the item being in any condition, non-operational, etc. resulting from intrinsic factors, and their consequences, not including in the guarantee conditions all factors related to the operation of the device and components thereof. The guarantee does not cover any consequences of the device operation, made in non-compliance with the guarantee terms referred to therein, such as the deviation of the device from the operating instructions, or the defect occurring as a result of storage or usage under conditions other than those under which the device was designed and manufactured, in accordance with the guarantee terms referred to herein.

8. The Guarantor’s decision about rejecting the guarantee request shall be final.

9. The Guarantor reserves the right to charge the customer submitting an unjustified guarantee requests with the related costs, including, but not limited to the handling fees related to expert evaluation of the guarantees, whether the device was improperly disassembled, or any other activities indicated in the device technical and operational instructions, not including periodical maintenance, inspections nor other activities agreed otherwise within this scope with the customer.

10. The customer’s guarantee request is considered valid by the Guarantor, if the device shall be disabled and the device replacement shall be provided. The device shall be replaced with a new one, taking into account the potential extent of repairs, excessive costs of these activities and technologies used, as well as the interest of the customer consisting in being able to use the device as intended. The Guarantor reserves the right to make decisions regarding the procedure based on the above-mentioned grounds, including: instead of repairing a faulty device, they reserve the right to replace it with a new one, if and if the replacement is impossible or repair and replacement require excessive costs, to reimburse the customer the cost of the part of the net purchase price paid for the device, proportionally to the extent of wear (wear rate).

11. The Guarantor reserves the right to disapprove the customer’s rights towards the Guarantor may be modified by any act of God or any force majeure, and claims concerning the device technical specifications will be determined the customer’s requests to be valid (up to 30 business days). In special cases, the faults removal time may be appropriately extended due to the specific nature of the fault or the professional nature of the device’s characteristics, as well as being able to use the device as intended. The Guarantor reserves the right to make decisions regarding the procedure based on the above-mentioned grounds, including: instead of repairing a faulty device, they reserve the right to replace it with a new one, if and if the replacement is impossible or repair and replacement require excessive costs, to reimburse the customer the cost of the part of the net purchase price paid for the device, proportionally to the extent of wear (wear rate).

12. If the device is replaced, the guarantee is extended for a period of time corresponding to the time of issuing the replaced device, regardless of the manner of execution. Components replaced under the guarantee shall be covered by the guarantee until the end of the guarantee period for the basic device, unless other mandatory legal provisions are applicable within this scope.

13. Guarantee services for the device and replacement parts manufactured by the Guarantor are provided by the Guarantor’s employees at the Guarantor’s registered seat, unless otherwise agreed otherwise within this scope with the customer.

14. If the guarantee period expires during the period of guarantee, the fault will be deemed to be a result of the customer’s fault. Devices replaced under the guarantee are excluded from the guarantee until the end of the guarantee period for the basic device, unless other mandatory legal provisions are applicable within this scope.
LIMITATION OF LIABILITY

These guarantee terms and conditions, along with the guarantee card, constituting a guarantee statement on the basis of exclusivity, specify the arrangements between the Guarantor and the customer regarding the guarantee obligations and guarantee rights. Apart from the liability specified in this guarantee or resulting from mandatory legal provisions:

1. The Guarantor shall not be held liable for any requests/demands other than those mentioned in this guarantee, including any potential losses caused by the device or its untimely disposal, compensation for temporary failure of the system in which the device was operated; they shall also not be held liable for any indirect or consequential losses and lost benefits and profits, contractual penalties imposed on the customer and other losses caused by the device outage, including, but not limited to if the fault was not reported by the customer immediately after its detection.

2. In the case of any alleged violation of the guarantee or where the customer takes legal action due to the Guarantor's alleged negligence or tort, the only claim that the customer shall be entitled to is demanding repair or replacement of the faulty device, whereby this guarantee does not cover any damages and losses that in the aggregate exceed the net value of the device purchased by the customer on the day of purchase.

MISCELLANEOUS

1. Should any term, condition or provision (part of a provision) of this guarantee turn out to be invalid, inconsistent with the mandatory legal provisions or unenforceable, the remaining terms, conditions and provisions (parts of provisions) shall remain in force and not affect the validity and/or enforceability of other terms, conditions or provisions (parts of provisions) of the guarantee.

2. This Guarantee shall be interpreted in accordance with the laws of the Republic of Poland.

3. Beyond of the scope of mandatory laws and regulations, any and all misunderstandings and disputes resulting from this guarantee and related to it directly or indirectly shall be subject to the exclusive jurisdiction of Polish courts, including those competent for the Guarantor's registered office.

FINAL PROVISIONS

1. This guarantee shall replace any other guarantees, statements and obligations that may have been issued previously.

2. Basic rules of operation, maintenance, installation, storage, transport and packing of the device are included in the operating manual attached to the device.

3. The device delivered within the guarantee period but not covered by this guarantee, following prior consultation with the Guarantor, may be repaired per the standard repair conditions, following payment of the relevant fees, as agreed upon with the Guarantor.