



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 operation conditions, as described in the operating manual and, depending on the device, in accordance with any additional detailed descriptions of safety rules and proper operation.
3. This Guarantee stipulates standard terms and conditions of the Guarantor's responsibility for the quality of the device. 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: it does not preclude, limit or suspend any buyer's rights resulting from the item being in any way non-compliant with the contract, or any rights a customer may have as a consumer, resulting from the regulations concerning implied guarantee for defects of sold items.
6. The scope of guarantee activities set forth herein does not include periodical maintenance, inspections nor other activities indicated in the device technical and operation condition as to be performed by the customer/user.
7. The guarantee does not include (i.e. excludes) the following faults of the device:
 - resulting from factors other than intrinsic factors related to the device, including due to an act of God in its broad sense;
 - as a result of the User's action or omission;
 - as a result of mechanical, thermal, chemical damage, connecting to a faulty system;

- resulting from operating the device with used or non-original replacement parts and/or from repairs and modifications made by unauthorized persons;
 - resulting from any damage related to the failure to perform the recommended maintenance activities in accordance with the operating manual;
 - resulting from any damage caused by improper choice of the device or other devices, improper choice of the device to match the conditions at the installation site, incorrect or faulty installation of the device not in accordance with the manual;
 - resulting from any damage caused by errors in design or performance of connections to systems and other devices operating together with the device;
 - resulting from improper transport, packing and/or warehousing or storage of the device, not in compliance with the operating manual.
8. The Guarantor shall not be required to retrofit or modify the existing devices once their upgraded versions are manufactured.
 9. The guarantee does not include the customer's claims concerning the device technical specifications if they are consistent with the information provided by the Guarantor who is at the same time the device manufacturer.

GUARANTEE PROCEEDINGS

1. A guarantee request resulting from the customer's rights towards the Guarantor may be submitted via the Guarantor's website, by fax and/or e-mail and/or in writing by means of a registered letter. In the case of a guarantee request, the customer should agree with the Guarantor on the further mode of conduct, which will facilitate effective performance of guarantee activities.
2. A fault covered by the guarantee should be reported to the Guarantor following the mandatory immediate inspection of the device and no later than within 14 days from detecting it.
3. The device shall be delivered by the customer or via a courier company to the registered seat of the Guarantor, following prior consultation with the Guarantor.
4. Rights of the customer resulting from this guarantee and specified in the customer's guarantee request shall be considered upon meeting the following requirements:
 - completing a guarantee request using a form provided by the Guarantor, available at the Guarantor's website, and providing a useful and precise description of the reported device fault and the circumstances of its detection;
 - agreeing with the Guarantor on the delivery method and transport of the faulty device;
 - delivering the complete faulty device with legible and/or intact factory numbers and original identifiers (nameplates, stickers, engravings), along with a copy of the guarantee request and a proof of purchase in the form of a VAT invoice and/or receipt and guarantee card (bearing the appropriate dates, stamps and signatures);
 - at the Guarantor's request, providing access to the place where the device is used, disclosing the parameters of the components working with the device and the media used, in order for the Guarantor to assess the validity of the guarantee request.Should any of those conditions not be met, the Guarantor reserves the right to return the device without taking any guarantee activities, at the reporting customer's expense.
5. Each device is inspected for proper operation; if the device is operational, the Guarantor may charge the customer with the costs related to the device inspection.
6. The Guarantor reserves the right to perform an expert evaluation of whether the installation working with the device, as part of which the failure occurred, was performed correctly. During the time between the failure and operation, no modifications should be introduced into the installation nor parameters, under the pain of voiding the guarantee.

7. If the Guarantor identifies causes that exclude the guarantee (faults not covered by the guarantee), this shall constitute the base to reject the guarantee request. In case the customer's guarantee request is rejected, the customer has 14 days to collect the device at their own expense. If the customer does not collect the device within this time, it means they consent to the scrapping of the device by the Guarantor, whereby the Guarantor covers the costs and claims any revenues related to the scrapping.
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 evaluations and transport/freight (in the amount incurred by the Guarantor) if the delivered device turns out to operate properly or if the fault was not covered by the guarantee.
10. If the customer's guarantee request is considered valid by the Guarantor, the device shall be repaired and/or device components shall be replaced or the device shall be replaced with a new one, taking into account the potential extent of repairs, excessive costs of these activities and technological options, 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, and if the replacement is impossible or repair and replacement require excessive costs, to reimburse the customer the part of the net purchase price paid for the device, proportionally to the extent of wear (wear rate).
11. Faults reported by the customer that are considered by the Guarantor as covered by the guarantee repair obligation, shall be repaired, removed by replacing faulty components of the device or by replacement of the entire device with a fault-free one within 30 business days from the day when the device is delivered and when the customer's requests are considered to be valid. This period shall begin on the first business day after the day when the Guarantor 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; the Guarantor shall inform the customer thereof.
12. The Guarantor shall not be responsible for the timeliness of the guarantee services if they are disrupted by an act of God in the broad sense.
13. The guarantee period shall be extended by the duration of the repairs. This does not include situations where the customer does not collect the repaired or replaced device despite a notification about repairs or replacement having been completed. If the repaired or replaced device is not collected after 14 days from the notification date, the Guarantor may charge storage fees. Should the customer not collect the repaired device for a period longer than 8 weeks from the notification date, the Guarantor reserves the right to dispose of the repaired device at the customer's expense.
14. When the device is replaced, the guarantee is extended for a period of 12 months from the date of issuing the replaced device, regardless of the manner of execution. Components replaced under the guarantee shall be covered by a guarantee until the end of the guarantee period for the basic device, unless other mandatory legal provisions are applicable within this scope.
15. 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 the Guarantor individually agreed other conditions within this scope with the customer.
16. Replaced faulty device components and/or a replaced faulty device and/or a faulty device, for which the customer received a refund, shall become the Guarantor's property.



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.