

GUARANTEE STATEMENT (GENERAL CONDITIONS OF GUARANTEE)

1. Definitions, standard patterns

1.1 The terms used in the further part of these General Conditions of Guarantee mean:

- **"Guarantor"** - ebm-papst Polska Sp. z o.o. with registered office in Warsaw, address: ul. Annopol 4A, 03-236 Warsaw, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, under KRS number 0000062087, NIP: 5242408492, REGON: 017378550;
- **"Buyer"** - a partner purchasing Products from the Guarantor;
- **"Products"** - goods available for purchase at ebm-papst Polska Sp. z o.o. with headquarters in Warsaw;
- **"Parties"** - Guarantor and Buyer;
- **"GCG"** - these General Conditions of Guarantee.

1.2 Conclusion of the Product sale agreement by the Parties means that the GCG have been acknowledged and accepted by the Buyer without any reservations. The application of Buyer's contract templates (in particular general warranty terms, contract templates and regulations) is excluded.

2. The scope of guarantee protection

2.1 Unless agreed otherwise, the Guarantor provides the Buyer, as a seller, a guarantee as to the quality of the item, for the Products purchased by the Buyer.

2.2 The Guarantor ensures that the Products are of good quality and are suitable for normal operation that can be expected from them in the context of their utility purpose.

2.3. The liability of the Guarantor under the guarantee covers only defects resulting from causes inherent in the Products sold.

2.4 The guarantee does not cover in particular defects of Products resulting from:

- external factors such as mechanical, thermal, chemical damage, flooding, excessive dirt,
- incorrect selection of the Product,
- improper transport and storage of the Product,
- incorrect installation of the Product,
- any form of using the Product contrary to its intended use,
- any form of using the Product in inappropriate conditions,
- malfunctioning of other installations (e.g. electricity, heating etc.) or malfunctioning of other devices affecting the operation of the Product,
- Product failures resulting from the use of non-original or incompatible accessories and materials,
- damages resulting from fortuitous events, factors bearing signs of force majeure (fire, flood, atmospheric discharges, etc.),

2.5 The guarantee does not cover parts subject to normal wear and consumables.

2.6. The Buyer loses the rights under the guarantee in case of:

- interference with the Product by unauthorized persons, in particular as regards the Buyer making any modification or repair of the Product;
- failure to comply with the obligation to carry out periodic maintenance checks if required.

2.7 The guarantee does not cover the Product, which on the basis of submitted documents and data on the Product, cannot be identified as a Product purchased from the Guarantor.

3. Duration and territorial coverage of the guarantee protection

3.1. The warranty period is two years from the date of issuing by the Guarantor a VAT invoice or other accounting document for the purchased Product.

3.2 The rights from the guarantee will be implemented in Poland at the headquarters of the Guarantor.

4. Proceeding in the case of revealing a defect

4.1 If the Buyer finds a defect covered by the guarantee, the Buyer is obliged to immediately inform the Guarantor in writing, by completing and sending a complaint form containing:

- Product name, article number, date of purchase, VAT invoice number or other accounting document issued in connection with purchase of the Product,
- address of the place of use of the Product,
- date of disclosure of the defect,
- circumstances of disclosing the defect,
- what are the irregularities in operation of the Product.

4.2 In the case of revealing a defect, the Buyer is obliged to take steps to prevent further damage or loss, including disabling the Product from use, if it is necessary.

4.3 In order to implement the guarantee, the Buyer is obliged to deliver the Product to the Guarantor's office. The Buyer is responsible for the correct packaging and delivery of the Product to the Guarantor.

4.4 In the event that the guarantee claim is found to be fully justified, the cost of transporting the Product to the Guarantor's seat shall be borne by the Guarantor, which costs shall be documented and economically justified.

4.5 After the delivery of the Product by the Buyer, the Guarantor is obliged - at its option - to remove the physical defect of the item or to deliver the item free of defects, unless these defects appear within the period referred to in point 3.1 above. The Guarantor shall inform the Buyer about the chosen method of removal of the disclosed defect or about the lack of grounds for accepting the warranty claim.

4.6 The Guarantor shall perform warranty obligations within 14 business days from the date of delivery of the Product by the Buyer. However, if it is not possible for reasons beyond the Guarantor's control, the Guarantor is obliged to perform its duties at the earliest possible date, taking into account the type of defect, its size, current technical capabilities and the feasibility of obtaining a part or replacement Product from suppliers.

4.7. After performing the guarantee obligations, the Guarantor will inform the Buyer about the repair done and provide the Product at its own cost and through its operation to the place where it was received from the Buyer.

4.8. If in the performance of obligations under the guarantee, the Guarantor provides the Product free of defects to the Buyer in exchange for a Product defective or carries out a significant repair of the Product covered by this guarantee, the guarantee period shall commence from the moment the Product is delivered free of defects or return of the repaired Product to the Buyer. In the case of repairs that were not significant, the guarantee period is extended by the time when the user could not use the Product due to the occurrence of a defect.

4.9 The guarantee does not exclude, limit or suspend the rights of the Buyer under the provisions of the statutory warranty for defects in the item sold. Execution of the rights from the guarantee does not affect the liability of the Guarantor under the statutory warranty.

5. Final provisions

5.1 The GCG enter into force on February 16, 2018 and apply to all transactions of sales and delivery of Products concluded by the Guarantor after this date.

5.2 The court competent for all disputes shall be the court competent for the Guarantor's seat.

5.3 In matters not covered by the GCG the provisions of Polish law, in particular the Civil Code, shall apply.

5.4. The Buyer has no right to assign its rights and obligations against the Guarantor without prior written consent of the latter.

5.5 If any of the provisions of the GCG is deemed unlawful or unenforceable by law, it will be excluded without prejudice to the other provisions of the GCG.