

1 SCOPE

1.1 The General Terms and Conditions of the Guarantee (hereinafter referred to as GTCG) form an integral part of the sales contracts and related service contracts concluded between Hydromega Sp. z o. o. and the purchasers of the products and services it offers, unless otherwise specified in the agreements. For the purposes of these:

"Guarantor" means Hydromega Sp. z o. o. with its headquarters in Gdynia, address: Konstruktorow Str. 1, registered under the number 0000104268

- "Buyer" – a contractor purchasing products or services from the Guarantor. These GTCG apply only to contracting parties (referred to as "entrepreneurs" pursuant to Article 43 of the Civil Code of the Republic of Poland) not being consumers within the meaning of Article 22 therein.

- "OWG" – these General Terms and Conditions of the Guarantee of Hydromega Sp. z o. o.

- "Product" – products, goods and services which are the subject of the Guarantor's statutory business activity and to that extent covered by the guarantee.

1.2 In accordance with this GTCG, the Guarantor grants the Buyer a guarantee on all Products sold by it and ensures their smooth operation provided that they are used in accordance with their intended use and operating conditions as indicated in the documentation.

1.3 Direct warranty claims against the Guarantor can only be made by the Buyer who purchased the product from the Guarantor. In other cases, a warranty claim must be made at the place of purchase of the Product.

1.4 In accordance with Article 558 § 1 of the Civil Code of the Republic of Poland, the statutory warranty for the Product is excluded.

2 WARRANTY TIME

2.1 Warranty period for the Products offered by the Guarantor:

- 12 months for products, goods and installations, the period being calculated from the date of:
 - purchase
 - presenting the Products for collection
 - completion of installation or commissioning, depending on the scope of the contract.
- 6 months for maintenance services

2.2 The Guarantor will issue a guarantee card to the Buyer upon request.

3 SCOPE OF WARRANTY

3.1 The Guarantor warrants all Products sold by it to the Buyer and ensures their smooth operation provided that they are used in accordance with their intended use and operating conditions as indicated in the documentation.

3.2 During the warranty period, the Guarantor is obliged to provide spare parts or repair faulty Products free of charge.

3.3 Neither the Buyer nor third parties are entitled to claim compensation under the guarantee for any damage caused by the Product failure. The Guarantor's only obligation under this guarantee is to provide spare parts or repair pursuant to the terms of this guarantee.

3.4 The Guarantor shall only be liable to the Purchaser for physical defects already existing in the sold Product. The warranty does not cover defects caused by other reasons, especially as a result of:

- external factors: mechanical, thermal, chemical damage; flooding, excessive soiling, etc.,
- installing and using the Product contrary to its intended use as specified in the HYDROMEGA catalogue and/or technical documentation,
- using improper media,
- using the Product in conditions inconsistent with those specified in the HYDROMEGA catalogue and/or technical documentation (e. g. max/min operating temperature, contamination of the pumped medium, explosion hazard zones, aggressive environment, etc.),
- installation design errors, incorrect selection of the Product,

- connection of the Product by persons without appropriate authorization, connection of the Product contrary to the wiring diagram and technical documentation,
- use of the Product contrary to its intended use and/or engineering art,
- incorrect installation, maintenance, storage and transport of the Product,
- damage to the Product resulting from the use of accessories and materials which are non-original or inconsistent with the recommendations of the manufacturer,
- damage resulting from random events, force majeure factors (fire, flood, lightning, etc.),
- changes in the factory settings of valves, electrical equipment, etc,
- malfunctions of other installations and/or devices affecting the Product.

3.5 The warranty does not cover parts subject to normal wear and tear and consumables such as filters, bulbs, fuses, batteries, V-belts, operating fluids, seals, hoses, etc.

3.6 The Warranty does not cover a Product that cannot be identified as a Product purchased from the Warrantor on the basis of submitted documents and the product's characteristics.

3.7 The Ordering Party is required to perform qualitative and quantitative check of the products delivered to or received from HYDROMEGA within 7 days of the date of passing of risk. The aforementioned check shall be understood as a statement of conformity between the quantity and type of products delivered or received and the shipment specification or the invoice, as well as an assessment of the technical condition of the products in terms of technical defects detectable to the naked eye without test runs. After this date, the Guarantor will not accept any claims concerning the scope of the aforementioned quality check.

3.8 The Guarantor may refuse to remove the defect or replace the Product if its removal is associated with disproportionate costs, i.e. in particular when the direct costs of removing the defect, including the expenditure necessary for this purpose, exceed 60% of the final net price of the Product.

4 LOSS OF WARRANTY

4.1 The Purchaser loses his guarantee rights for the products in case of:

- any modification of the Product,
- tampering (including attempts at repair) with the Product by unauthorized persons,
- failure to comply with the obligation to carry out periodic maintenance inspections if required.

4.2 If the circumstances described in § 3 and § 4. 1 occur, the Guarantor has the right to void the Product's complaint. In such a case, the Buyer shall be charged with the costs of actions taken by the Guarantor (travel costs, expertise, used parts, etc.).

5 NOTIFICATION AND WARRANTY PROCEDURE

5.1 The complaint will not be considered unless a written notification (e-mail, fax, etc.) is provided. The notification should contain the device data (including the mandatory serial number) and a detailed description of the problem. The buyer is required to include any additional information that may be useful in the assessment of validity.

5.2 Defects or damage to the Product revealed during the warranty period should be reported to the Guarantor immediately, but not later than 7 days from the date of their disclosure.

5.3 If the nature of the defect may cause deterioration or constitute a threat to people, the product under complaint should be immediately withdrawn from use under pain of losing the warranty. Doubts are settled by HYDROMEGA's technical service.

5.4 The Guarantor undertakes to honour the guarantee immediately, within a period not exceeding 14 working days, if the technical conditions allow it. In special cases, the Guarantor reserves the right to extend the period of performance of the guarantee, of which the Buyer shall be notified within the above-mentioned period.

5.5 Small-sized appliances should be sent back to the Guarantor's address after prior arrangement with the Guarantor, with the costs and risk of shipment borne by the Buyer. Recognition of the Buyer's warranty claims shall be equivalent to the repair of the Product or replacement of the Product with a defect-free one as well as reimbursement of shipping costs incurred by the Buyer, if previously agreed. The defective products listed above shall become the property of the Guarantor.

5.6 In the case of bulky equipment, the Guarantor will send its service to the place of installation of the Product to diagnose and/or repair the Product. In the case of an unjustified service call, the Buyer will be charged with travel and service costs according to the Guarantor's service price list.

5.7 In the case of servicing the Product at the place of its assembly, the Buyer is obliged to ensure free access to the Product and allow the Guarantor a safe service procedure in accordance with all health and safety rules, in particular to ensure the necessary equipment for working at heights (platforms, ladders, scaffolding), proper preparation of the service place (rain cover, snow removal, removal of icing, etc.), appropriate technical possibilities (access to power sources, safety switches, etc.). Otherwise, the service technician has the right to refuse service.

5.8 The product under complaint should be adequately protected during transport. The risk of delivery of the Product is borne by the Buyer. The Guarantor shall not be liable for any damage or destruction of the product during transport, including those resulting from improper packaging or securing of the product by the Buyer

5.9 Recognising the warranty claims is at the Guarantor's discretion as well as deciding on the method of realising those which were found valid.

5.10 In case the Product is functional or the damage was not covered by the guarantee, the Guarantor reserves the right to charge the Buyer for the costs of carrying out the expertise of the Product, as provided for in clause 4.2.

5.11 The Guarantor reserves the right to suspend the guarantee procedure if the Buyer is in arrears with payments for invoices that are more than 7 days late.

5.12 In the case of repair or replacement of the Product, the warranty period shall be extended by the period in which the Buyer could not use the Product due to its malfunction.

5.13 The guarantor is not obliged to upgrade or modify existing products once newer versions have entered the market.

5.14 These GTCG exclude the guarantor's liability under the statutory warranty for material defects, whereby this exclusion shall not apply to purchasers who are consumers within the meaning of the Civil Code of the Republic of Poland.

5.15 The provisions of the Civil Code of the Republic of Poland shall apply to matters not covered by these GTCG.