



GENERAL WARRANTY CONDITIONS OF PREVAC SP. Z O. O.

This document (hereinafter GWC) specifies the general conditions of warranty applicable to the products of the company PREVAC sp. z o.o. (hereinafter PREVAC), constitutes an integral part of offers, agreements or order confirmations, and is binding for both Parties unless the Parties have expressly agreed in writing otherwise.

1. General provisions

- 1.1. These GWC shall apply to all sales agreements entered into by PREVAC as the Seller.
- 1.2. The following terms used in GWC shall have the following meanings:
PREVAC – the company PREVAC sp. z o.o. with its registered office at the following address: ul. Raciborska 61, Rogów (postal code 44-362), Poland, number of entry in the National Court Register: 0000130401; tax identification number NIP: 647-17-82-175;
Buyer – a domestic or foreign business partner who has purchased goods;
User – an entity that uses goods;
Parties – PREVAC and the Buyer;
Product – products, goods and services constituting the subject matter of the economic activities of the company PREVAC Sp. z o.o. with its registered office in Rogów and covered by a relevant warranty;
GWC – these General Warranty Conditions of the company PREVAC Sp. z o.o. with its registered office in Rogów.
- 1.3. These GWC shall be the only and complete contractual arrangement binding the Parties with respect to the handling of warranty claims. Thus the Parties exclude the application of any other contractual provisions. All other conditions used by the Buyer shall not apply.
- 1.4. The provisions of these GWC may be changed only by PREVAC in writing, otherwise any such changes shall be null and void.
- 1.5. The Parties shall exclude the application of the Buyer's model agreements, including in particular general terms and conditions of warranty, model contracts or by-laws.
- 1.6. Direct warranty claims against PREVAC may be submitted by the Buyer who has purchased products/goods/services from PREVAC. In other cases, warranty claims shall be submitted in a place where the Product has been purchased.
- 1.7. According to these GWC, PREVAC grants the Buyer a warranty for all Products sold by PREVAC and ensures their correct functioning provided that such Products are used in accordance with their intended purpose and operating conditions specified in relevant documentation.

2. Warranty period

- 2.1. With respect to the Products, PREVAC grants a warranty for a period of 12 months, unless the agreement, order confirmation or warranty document specifies otherwise.
- 2.2. The warranty period shall commence on the day when goods are released from the warehouse.

3. Warranty scope

- 3.1. PREVAC's liability under the quality warranty shall cover only physical defects which are identified during the warranty period and result from reasons attributable to the Product or from defects in materials.
- 3.2. The warranty shall not cover the following:
 - 3.2.1. damage resulting from the use or storage of the Product that is improper and inconsistent with the operating instructions;
 - 3.2.2. mechanical damage and consequent defects, damage occurring in transport or caused by such external factors as water, moisture (e.g. coming from precipitation or condensation of water vapour at changing temperatures), too high or too low temperatures, corrosion, atmospheric discharges, fire, improper grid voltage, improper ventilation, action of chemical substances, action of strong magnetic or electromagnetic fields as well as other factors beyond control (independent of) PREVAC;
 - 3.2.3. periodic inspections, maintenance and repair activities or replacement of parts resulting from normal operating wear of the Product;
 - 3.2.4. parts subject to normal wear and tear as well as parts and consumables such as oil, gaskets, filters, cathodes, etc.;
 - 3.2.5. defects resulting from the use of the Product that is inconsistent with its intended purpose, improper assembly, all work and modifications performed in the Product by the Buyer or at the Buyer's request, but without PREVAC's written consent;
 - 3.2.6. damage or malfunction resulting from the use of unoriginal or reclaimed parts or consumables;
 - 3.2.7. marks occurring during operation such as scratches, smudges of dirt, abrasions;
 - 3.2.8. problems, faulty or incomplete/partial functioning of the Product caused by conflict or incompatibility between installed applications and the work environment as well as the impact of computer viruses;
 - 3.2.9. problems related to compatibility between the Product and third party equipment or software.

4. Submission of warranty claims

- 4.1. The Buyer shall submit a warranty claim without delay, but not later than within 7 days from the identification of a defect. After a defect is identified, the Product shall be stopped and excluded from operation. The user shall not use the Product without PREVAC's consent.
- 4.2. Warranty claims shall be submitted in writing, by email or fax.

- 4.3. In its response to the warranty claim, PREVAC shall provide the Customer with a warranty claim number, which the Customer shall use in all correspondence and documents related to the handling of the warranty claim. All shipments related to the handling of the warranty claim shall be marked with the warranty claim number.
- 4.4. The performance of work under the warranty, including the acceptance of the Product for the purpose of maintenance and repair activities, shall be subject to the fulfilment of the following conditions:
 - 4.4.1. the submission of a filled in, signed and stamped Declaration of Contamination, whose specimen is available at PREVAC's registered office or its website at www.prevac.eu;
 - 4.4.2. the use of the warranty claim number in all correspondence and deliveries;
 - 4.4.3. the presentation of the original invoice or receipt confirming the purchase of the defective Product.
- 4.5. Should the Buyer fail to fill in and sign a Declaration of Contamination, it may result in the Product's return to the Buyer at the Buyer's cost and risk, without considering the warranty claim.
- 4.6. Should the defective Product require decontamination, the relevant costs shall be borne by the Buyer.
- 4.7. The lack of the warranty claim number may result in the rejection of the warranty claim and the recognition of a repair as one to be performed against payment.

5. Technical service department response time and handling of warranty claims

- 5.1. The technical service department's response time comprising the determination of a duration, place and manner of handling the warranty claim shall not exceed 7 working days, counting from the date of the joint fulfilment of all requirements specified in paragraph 4 of GWC (including its sub-paragraphs).
- 5.2. PREVAC shall decide whether the warranty claim is justified and shall select a manner of dealing with the accepted warranty claim, in particular with respect to a repair or replacement of the defective Product.
- 5.3. PREVAC shall decide about a place where activities under the warranty claim are to be performed.
 - 5.3.1. If such activities are to be performed in PREVAC's technical service department, the Buyer shall deliver the defective Product to PREVAC in accordance with INCOTERMS 2010 specified in the order confirmation constituting a basis for the sale of the Product.
 - 5.3.2. If PREVAC undertakes to correct the defect in the place where the Product is used, the Buyer shall provide PREVAC in writing with the address and all other data necessary for the handling of the warranty claim. In particular, the Buyer shall provide PREVAC in writing (fax, email) with all information related to its OHS and environmental protection standards followed in the place where work is to be performed (the Product is used). The Buyer shall ensure that PREVAC is able to commence work in accordance with the agreed upon schedule.
- 5.4. If the warranty claim is rejected, the Product shall be returned to the Buyer at its cost and risk or repaired against payment on the basis of a written repair order. Repairs against payment shall be performed in accordance with the General Commercial Conditions Applicable to Repairs of Equipment in the technical service department of PREVAC Sp. z o.o. with its registered office in Rogów (the document is available at PREVAC's registered office or its website at www.prevac.eu).
- 5.5. If the warranty claim is rejected, PREVAC reserves the right to charge the Buyer costs related to the preparation of an expert opinion and transport of the Product.
- 5.6. The standard period for the handling of the warranty claim shall be 30 days from the day on which the Buyer is notified of the manner of such handling.
- 5.7. The deadline for the handling of the warranty claim may be extended if it is necessary to perform decontamination, to send the equipment or its subassemblies to the manufacturer or to bring spare parts from abroad. Should the aforementioned circumstances occur, PREVAC shall specify the planned date of the completion of the handling of the warranty claim in writing (fax or email) immediately after receiving all necessary data.
- 5.8. After the handling of the acknowledged warranty claim PREVAC shall return the Product to the Buyer, to the place, at the cost and in accordance with INCOTERMS 2010 specified in the order confirmation constituting a basis for the sale of the Product. The Buyer shall provide PREVAC in writing with the address and all other data necessary for the delivery of the Product.
- 5.9. Warranty repairs shall be performed on working days from Monday to Friday, from 8:00 am to 6:00 pm, the local time in the place where repairs are to be performed.
- 5.10. The warranty period shall be extended by the duration of warranty repairs performed by PREVAC's technical service department. A decontamination period shall not be included in the duration of repairs.
- 5.11. The warranty period for the Product or subassembly which has been replaced shall be extended by the duration of repairs performed by PREVAC's technical service department. A decontamination period shall not be included in the duration of repairs.



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- 5.12. All replaced defective Products or subassemblies shall become the property of PREVAC.
 - 5.13. In justified cases, PREVAC may allow the possibility of determining another date or manner of compensating the Buyer's warranty claims. The determination of another date or manner of such compensation shall be in writing and shall be confirmed by PREVAC.
 - 5.14. In case of disputes, the performance of activities constituting the scope of warranty services shall be confirmed by a Warranty Service Performance Report issued by PREVAC.
 - 5.15. PREVAC shall not be liable for any loss of profit, loss of business, increase in costs, loss of revenues, loss of usage, loss of data or any other indirect or consequential loss suffered by the Buyer.
 - 5.16. If the Product undergoes repairs, the warranty period shall be extended by the duration of the period when it cannot be used. If the Product is replaced with a new one, the new Product shall be covered by the new warranty from the moment of the Product's delivery.
- 6. Force majeure**
- 6.1. PREVAC shall not be liable for its failure to meet the Buyer's warranty claims caused by force majeure, which shall be understood as sudden and unforeseeable events being outside control of the Parties and preventing the performance of activities constituting the scope of warranty services. Such events may include in particular: natural disasters, wars, revolutions, acts of terror, epidemics, announced general strikes in particular sectors of the economy, road blockades, imposed embargoes, official decisions of authorities or public administration.
 - 6.2. In connection with the occurrence of force majeure, the deadlines for the performance of activities constituting the scope of warranty services shall be extended by the duration of a force majeure event and a period necessary to resume work suspended because of the occurrence of a force majeure event.
- 7. Confidentiality of information**
- 7.1. Any information identified by PREVAC as confidential, which shall be understood as technical, commercial, financial, cost-related information disclosed to the Buyer, must not be provided to any third parties, published or disclosed in any other manner without PREVAC's written consent.
 - 7.2. The Buyer may provide particular information to its subcontractors, representatives or other parties or entities provided it has acquired PREVAC's written consent to that effect. The Buyer shall declare the confidential nature of such information and shall oblige the entity receiving such information to protect it accordingly and treat it as confidential. Such a declaration of confidentiality shall be made in writing.
- 7.3. All studies, plans and documents provided to the Buyer in connection with warranty services shall be regarded as confidential. The Buyer may use them for its own purposes only and may not provide them to any third parties and shall be obliged to protect them against third party access.
 - 7.4. The confidentiality obligation shall remain in force for an unlimited duration after the fulfilment of the order and may be revoked only on the basis of PREVAC's written consent; otherwise any such revocation shall be null and void.
 - 7.5. The confidentiality obligation shall not apply to information which is generally available, acquired legally from third parties or developed independently.
- 8. Final provisions**
- 8.1. Warranty claims shall be interpreted and handled pursuant to the laws of the Republic of Poland.
 - 8.2. To all matters not settled in these GWC, the relevant provisions of the Civil Code shall apply.
 - 8.3. All disputes or claims arising during the course of handling a warranty claim which the Parties have failed to resolve amicably shall be referred for settlement to a court of law competent for the registered office of PREVAC.
 - 8.4. The Buyer's rights under the statutory warranty shall be limited to a repair or replacement of the subject matter of the warranty.
 - 8.5. The Buyer may enter into a separate agreement for the provision of a wider scope of warranty period maintenance services against payment. A specification of such services and their prices shall be provided at the Buyer's written request.
 - 8.6. The submission of the warranty claim shall not entitle the Buyer to withhold the payment of the price for an agreement or order fulfilled in part or in whole, in accordance with the provisions of particular agreements or orders.
 - 8.7. Should particular provisions of these GWC appear to be invalid or ineffective, this shall have no impact on the validity and effectiveness of the other provisions. In such circumstances, the Parties shall adopt such new provisions which shall reflect the intentions of the previous provisions in a valid and effective manner.
 - 8.8. Unless an individual agreement stipulates otherwise, these GWC shall be effective and binding.
 - 8.9. PREVAC reserves the right to amend these GWC without an obligation to notify interested parties of such amendments.
 - 8.10. In order to facilitate international communication, these GWC have been drawn up in the Polish and English language versions. Should there occur any disputes concerning language discrepancies, the Polish language version shall prevail.
 - 8.11. These GWC have been implemented as of 01.07.2016.