



GENERAL TERMS AND CONDITIONS OF WARRANTY

This document (hereinafter referred to as the GTCW) defines the general warranty terms and conditions for PREVAC sp. z o.o.'s (hereinafter referred to as PREVAC) products and constitutes an integral part of offers, contracts and Order confirmations and binds both Parties, unless the Parties clearly agree otherwise in writing.

1. General provisions

- 1.1. These GTCW apply to all sales contracts concluded by PREVAC as a seller.
- 1.2. The definitions used in the further part of these GTCW specify:
PREVAC – PREVAC sp. z o. o. based at ul. Raciborska 61 in Rogów (44-362), Poland, number in the National Court Register: 0000130401; NIP no.: 6471782175;
Buyer – a domestic or foreign contractor who purchased the Product;
User – a subject using the Product;
Parties - PREVAC and the Buyer;
Product / Products - products and services constituting the subject of PREVAC's statutory business activity covered by the warranty in the above respect;
GTCW -PREVAC's general terms and conditions of warranty.
- 1.3. These GTCW are a complete and only contractual regulation which binds the Parties in terms of warranty claims. Thus, the Parties exclude the use of any other contractual provisions. Any other regulations applied by the Buyer are not applicable.
- 1.4. Departure from GTCW may only be introduced with PREVAC's consent that must be in writing under pain of nullity.
- 1.5. The Parties exclude the use of Buyer's contract templates, in particular the general warranty conditions, general purchase conditions, contract templates and regulations.
- 1.6. Direct warranty claims against PREVAC may be submitted by Buyers who purchased the Product from PREVAC. If the Product was sold by a retail distributor / other entity or if the Buyer resold the Product, then claims should be submitted to the retail distributor / other entity / Buyer, respectively.
- 1.7. In accordance with these GTCW, PREVAC provides the Buyer a warranty for all sold Products and ensures their efficient operation, provided that they are used as intended and according to the operating conditions specified in the documentation.

2. Warranty period

- 2.1. PREVAC provides a warranty for Products for a period of 12 months, unless otherwise specified in the contract, order confirmation or warranty document.
- 2.2. The warranty period begins with the date of releasing the goods from the warehouse.

3. Scope of Warranty

- 3.1. With regard to the quality warranty PREVAC is only liable for physical defects resulting from reasons inherent in the Product or material defects that are revealed during the warranty period.
- 3.2. The warranty does not cover the below:
 - 3.2.1. damages resulting from improper or inconsistent with the instruction manual use of the Product or its improper storage;
 - 3.2.2. mechanical damages and defects caused by them, transport damage and failures caused by external factors such as: flooding with liquid, moisture (e.g. by precipitation or condensation in variable temperatures), too high or too low temperature, corrosion, lightning, fire, incorrect mains voltage, improper ventilation, chemical agents, strong magnetic or electromagnetic fields and others beyond the control (independent of) PREVAC;
 - 3.2.3. wear and tear of the Product resulting from the intended use of the Product (this means that periodic inspections, maintenance and repair or replacement of parts due to such wear and tear of the Product are the responsibility of the Buyer);
 - 3.2.4. parts subject to normal wear and tear as well as parts and consumables such as oils, seals, filters, cathodes, etc.;
 - 3.2.5. defects resulting from the use of the Product not as intended, improper assembly, any work or modifications made on the Product by the Buyer or on his behalf without PREVAC's written consent;
 - 3.2.6. damage or malfunction resulting from the use of non-genuine or remanufactured consumables;
 - 3.2.7. marks that emerge during operation, such as scratches, dirt, abrasions;
 - 3.2.8. device issues, faulty or incomplete/partial operation of devices caused by conflict or incompatibility between installed applications/software and the working environment and the impact of computer viruses;
 - 3.2.9. Product compatibility issues with third-party software and devices;
- 3.3. The Buyer is obliged to familiarize the Users with these GTCW and the Product manuals.

4. Submitting a Warranty Claim

- 4.1. The buyer is obliged to immediately submit a warranty claim, but not later than within 7 days from the date of finding the defect. The product should be taken out of operation immediately after finding a defect. The Product User is not entitled to use the Product without PREVAC's written consent.
- 4.2. Claims must be submitted in writing, by e-mail or by fax.
- 4.3. In response to a claim, PREVAC provides the service claim number, which the Buyer is obliged to use in correspondence and documents related to the implementation of the claim. All shipments related to the handling of the claim must be marked with the service claim number;
- 4.4. **For the warranty service to be implemented**, including acceptance of the Product for service, The Buyer needs to:
 - 4.4.1. provide a completed, signed and stamped Declaration of Contamination which template is available at PREVAC's head office and on the following website: www.prevac.pl;
 - 4.4.2. use the service claim number in all shipments and correspondence;
 - 4.4.3. present the original invoice or purchase receipt for the Product under claim.
- 4.5. Failure to submit a completed, signed and stamped Declaration of Contamination may result in the return of the Product to the Buyer at Buyer's expense and risk without considering the case by PREVAC.
- 4.6. If it is necessary to decontaminate the Product under claim, the costs will be transferred to the Buyer.
- 4.7. Lack of a service claim number may result in the rejection of the warranty claim and handling the repair as a paid one.
- 4.8. The Buyer may not implement the warranty independently, unless PREVAC gives a consent in writing.

5. Service response time and claims implementation

- 5.1. Service response time which consist of estimating the time, place and the manner of the warranty claim implementation, takes a maximum of 7 working days, from the date of joint fulfillment of all the requirements specified in point 4. of these GTCW.
- 5.2. PREVAC decides if the warranty claim is relevant as well as on the choice of the implementation method of the accepted warranty claims especially about the repair or replacement of a faulty Product.
- 5.3. PREVAC decides on the place of warranty claims implementation.
 - 5.3.1. In case of warranty complaints implementation by PREVAC service, the Buyer is obliged to deliver the faulty Product in accordance with INCOTERMS 2020 rules specified in the Order confirmation, on the basis of which the sale was made.
 - 5.3.2. If PREVAC undertakes to remove the fault at the place where the Product is used, the Buyer is obliged to provide PREVAC in writing with the exact address and all the details necessary to implement the warranty claim. The Buyer is obliged, in particular, to provide PREVAC in writing (fax, e-mail, etc.) with all information regarding Buyer's own standards on occupational health and safety as well as environmental protection at the place of work (using the Product).
- 5.4. The Buyer is obliged to allow PREVAC to commence the works in accordance with the agreed plan.
- 5.4. If the warranty claim is rejected, the Product will be returned at the expense and risk of the Buyer or repaired for a fee based on a written repair order. Paid repairs are carried out in accordance with the General Trade Terms and Conditions for Device Repairs by the Service of PREVAC sp. z o.o. based in Rogów (document is available at the PREVAC head office and on the following website: www.prevac.pl).
- 5.5. If the warranty claim is rejected, PREVAC reserves the right to charge the Buyer with transport and expertise costs, unless the Buyer decides on a paid repair by PREVAC service.
- 5.6. The standard deadline for a complaint implementation is 30 days from the date of informing the Buyer about the method of its implementation, unless PREVAC specifies a different completion date.
- 5.7. The completion date of complaint implementation may be extended in case of the need of decontamination, the return of the device or its components to the manufacturer or the import of spare parts from abroad. In such case, immediately after receiving the necessary details, PREVAC shall specify in writing (fax or e-mail) the planned date of implementing the warranty claim.
- 5.8. PREVAC is obliged to deliver the Product to the Buyer after the implementation of the accepted warranty claim to the place and at the cost in accordance with the INCOTERMS 2020 rules specified in the confirmation of the Order on the basis of which the sale was made.



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The Buyer is obliged to indicate in writing (fax or e-mail) the exact address and all the details necessary to deliver the shipment.

- 5.9. Warranty repairs are carried out on working days from Monday to Friday from 8:00 to 18:00 local time of the place where the claim is implemented, unless Parties agree otherwise.
- 5.10. In the case of a warranty repair, the warranty period is extended by the time during which the Buyer could not use the Product since it was faulty.
- 5.11. Faulty Products and subassemblies that are replaced become the property of PREVAC.
- 5.12. In justified cases, PREVAC allows the possibility to set a different date or compensation method of Buyer's claims under warranty. A different date or method of compensation must be confirmed in writing by PREVAC.
- 5.13. In case of disputes, the confirmation of the warranty service implementation is the Service Protocol issued by PREVAC.
- 5.14. PREVAC bears no liability for any loss of benefits, loss of profits, loss of contacts, increase in costs, loss of revenue, loss of use, loss of data or for any possible or indirect damage occurring at the Buyer.
- 5.15. In case PREVAC replaces the Product or part of the Product with a new one, the new Product/part of the Product is covered by a new warranty valid from the moment of delivery of the new Product/ part of the Product.

6. Force Majeure

- 6.1. PREVAC shall not be liable for not performing the warranty claims as a result of force majeure, which should be understood as a sudden and unpredictable event beyond the control of the Parties and which prevents the implementation of works within the scope of warranty service. In particular, such events may include: natural disasters, wars, revolutions, acts of terrorism, epidemics, announced general strikes in particular economy sectors, roadblocks, imposed embargoes, official decisions made by authorities and public administration.
- 6.2. Due to the occurrence of force majeure, the deadlines for the implementation of works included in the scope of warranty service are extended by the duration of force majeure and the period necessary to resume work suspended due to the occurrence of force majeure.

7. Confidentiality of Information

- 7.1. Any information described by PREVAC as confidential, as well as any information to which the Buyer has access to in terms of cooperation with PREVAC, which may be considered confidential due to their nature, in particular technical, trading, financial and cost information cannot be transferred to third parties, published or disclosed in any other way without PREVAC's written consent.
- 7.2. The Buyer has the right to disclose specific information to its subcontractors, representatives or other persons and entities only upon receipt of PREVAC's written consent. The Buyer will then reserve the confidentiality of the information by obliging the entity to which the information will be transferred to keep it confidential and to properly secure the information. The reservation should be made in writing.

- 7.3. All research papers, plans and documents that the Buyer has received in connection with warranty service are confidential. The Buyer may use them only for his own needs, he may not make them available to third parties and is obliged to protect them against access by third parties.
- 7.4. The obligation to keep the information confidential remains indefinitely in force after the completion of the Order and may be revoked only with the written consent of PREVAC under pain of nullity.
- 7.5. Publicly available information obtained lawfully from third parties and self-developed information is not subject to the confidentiality obligation.

8. Final Provisions

- 8.1. The warranty claims will be interpreted and performed in accordance with the law of the Republic of Poland. The law of the Republic of Poland shall also apply to all relations between PREVAC and the Buyer related to the warranty service of the Products.
- 8.2. In matters not covered by these GTCW the relevant regulations of the Civil Code shall apply.
- 8.3. Any disputes or claims related to the Product warranty service, which could not be settled amicably, will be settled by a Polish general court (jurisdiction of the court in Poland) competent for the seat of PREVAC.
- 8.4. The Buyer's statutory warranty rights are limited to the repair or replacement of the Product.
- 8.5. It is possible to conclude a paid service contract that extends warranty services. The valuation and scope of service will be presented on the Buyer's written request. The service contract will be performed in accordance with the General Trade Terms and Conditions for Device Repairs by the Service of PREVAC sp. z o.o. based in Rogów (a document is available at the PREVAC's head office and on the following website: www.prevac.pl).
- 8.6. Submitting a warranty claim does not entitle the Buyer to withhold payment for the contract being implemented or the order or for their part accordingly to the requirements of concluded contracts or implemented orders.
- 8.7. If particular provisions of these GTCW turn out to be invalid or ineffective, this will not affect the validity and the effectiveness of other provisions. In such a case, the Parties undertake to adopt such provisions that will reflect the previous provisions in an effective manner.
- 8.8. These GTCW are binding unless an individual contract states otherwise.
- 8.9. PREVAC reserves the right to amend these GTCW. The change in the GTCW will not affect the warranties provided before such change, which are carried out on the existing terms.
- 8.10. Taking into consideration international communication, these GTCW have been drawn up in two languages - Polish and English, while the document appropriate in the event of language discrepancies or for resolving disputes is the Polish version only.
- 8.11. These GTCW were implemented on 10/01/2023