DĄBROWSKA FABRYKA MASZYN ELEKTRYCZNYCH
"DAMEL" SPÓŁKA AKCYJNA
al. Józefa Piłsudskiego 2, 41-300 Dąbrowa Górnicza, Polska
tel. +48 32 262 32 31
www.damel.pl office@damel.pl

GENERAL WARRANTY TERMS AND CONDITIONS

Definitions:

1. Warrantor - Dąbrowska Fabryka Maszyn Elektrycznych DAMEL S.A. with its registered office in Dąbrowa Górnicza, address: 41 – 300 Dąbrowa Górnicza, Al. J. Piłsudskiego 2, entered in the Register of Entrepreneurs of the National Court Register (KRS), maintained by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register, under KRS No.: 0000073626, NIP: 6290011824, REGON: 000664993, with a share capital of 18.658.640 PLN (paid in full)
2. Buyer – a contractual party purchasing Products or Services from the Warrantor, being an entrepreneur within the meaning of Article 43^1 of the Polish Civil Code. These General Warranty Terms and Conditions shall not apply to consumers within the meaning of Article 22^1 of the Polish Civil Code.
3. Product - any products manufactured by the Warrantor and forming part of the Warrantor's business activity
4. Service – services constituting the subject matter of the Warrantor's business activity.
5. Final Inspection Protocol – a document confirming the proper operation of the Product during the final tests conducted at the Warrantor's premises.
6. Product Acceptance Document – a document confirming the delivery of the Product to the Buyer.
7. Agreement/Purchase Order – means an agreement, purchase order, order confirmation, or any other document constituting the basis for the sale of a Product or the provision of a Service by the Warrantor to the Buyer, together with any appendices, attachments, and documents expressly incorporated therein.

§1. GENERAL PROVISIONS

1. These General Warranty Terms and Conditions (hereinafter referred to as the "GWTC" or the "Warranty") set out the terms and conditions of the voluntary warranty granted by **Dąbrowska Fabryka Maszyn Elektrycznych „Damel" Spółka Akcyjna** for the Products and Services offered by it.

2. The Warranty is granted exclusively to purchasers of Products and Services who are entrepreneurs within the meaning of the Polish Civil Code.

3. To the extent permitted by applicable law, the Warrantor excludes all liability under the statutory warranty for defects pursuant to Article 558 §1 of the Polish Civil Code.

4. These General Warranty Terms and Conditions form an integral part of the Agreement/Purchase Order and are available on the Warrantor's website at www.damel.pl

5. All costs related to the performance of periodic service inspections in accordance with the recommendations of the Manufacturer and the Warrantor, as well as costs arising from the normal use of the Product or its components, shall be borne entirely by the Buyer. This includes, in

particular, the costs of routine maintenance, inspections, adjustments, regular checks, and the replacement of parts and components subject to normal operational wear and tear.

§2. WARRANTY PERIOD

1. The Warrantor grants the Buyer a warranty for the Products or Services for a period of 12 months, unless a different warranty period is specified in the Agreement, Order Confirmation, or Final Inspection Protocol. In such event, **the warranty period specified in the document having precedence in the following order shall be binding: Agreement, Order Confirmation, Final Inspection Protocol, these General Warranty Terms and Conditions.**
2. The Warranty Period shall commence as follows **:**
    a) in case of the sale of a Product – on the date of signing the Product Acceptance Document or, if no such document exists, on the date the Product is delivered to the Buyer,
    b) in the case of the sale of a Product together with installation performed by the Warrantor, on the date of completion of the Product installation,
    c) in the case of a Product repair Service, on the date of completion of the Service,
    d) in the case of a repair Service together with the installation of the repaired Product, on the date of completion of the installation of the repaired Product.
3. Notwithstanding the above, the Product's entry into service shall be deemed to mark the commencement of the Warranty Period. The only exception shall be commissioning tests performed under controlled conditions and under the Warrantor's supervision, provided that such tests do not exceed 7 calendar days. Upon expiry of this period, the Warranty Period shall commence automatically.

§3. SCOPE OF WARRANTY

1. The Warrantor grants the Buyer a warranty for all Products sold by the Warrantor and all Services performed by the Warrantor, and warrants the proper operation of the Products provided that they are used for their intended purpose and in accordance with the operating conditions specified in the operating documentation. In the case of Services, the Warranty shall cover solely the scope of work performed by the Warrantor.
2. In the event that a warranty claim relating to a Product is accepted, the Warrantor shall, at its sole discretion, either repair or replace, free of charge, the Product or the part thereof in which a defect has arisen due to causes inherent in the Product or the Service. In the event that a warranty claim relating to a Service is accepted, the Warrantor's obligation shall be limited, at its option, to re-performing the defective part of the Service or carrying out the actions necessary to remedy the defects in the Service.
3. The Warranty covers only defects resulting from **material defects or manufacturing defects**.
4. The Warranty shall not cover consequences resulting from:

a) damage occurring after delivery of the Product, including damage resulting from the Buyer's acts or omissions during unloading, unpacking, transportation, or storage of the Product,
b) mechanical, thermal, or chemical damage, or damage resulting from improper operation, use, or maintenance,
c) use of the Product contrary to its intended purpose, the agreed operating conditions, or the Manufacturer's Operating and Maintenance Manual,
d) disassembly, modification, repair, or replacement of parts carried out without the Warrantor's prior consent,
e) normal wear and tear resulting from operation (e.g. bearings, brushes, seals),
f) damage caused by the interference of third parties,
g) damage caused by other components cooperating with the Product subject to the claim, where such components were damaged or worn,
h) improper installation,
i) blockage of the water system,
j) missing parts or components,
k) moisture ingress,
l) operation of the Product under conditions inconsistent with those specified in the operating instructions or other documentation,

5. The Warranty shall not apply to defects, damage, or non-conformities arising from documentation, design, design assumptions, technical specifications, materials, components, data, or instructions provided, designated, or required by the Buyer or any third party acting on the Buyer's behalf.

§4. WARRANTY CLAIM PROCEDURE

1. Any warranty claims shall be reported in writing or electronically without undue delay, but no later than 24 hours from the detection of the non-conformity, to the following addresses: serwis@damel.pl or pkuzera@damel.pl and office@damel.pl, together with:
   a) a detailed description of the defect,
   b) a copy of the acceptance or purchase document,
   c) a copy of the Product Final Inspection Protocol,
   d) the Product serial number,
   e) the Product commissioning report,
   f) documentation relating to the Product's operation, inspections, servicing, repairs, and operating parameters,

2. In the event of a failure to submit a warranty claim within the prescribed time limit or to provide the complete documentation referred to in §4.1 the Warrantor reserves the right to:
   a. **Suspend the processing of the warranty claim** until the missing information or documents have been provided;
   b. **Reject the warranty claim** if the absence of the required documents prevents:
      - clear identification of the Product,
      - verification of warranty entitlement,
      - assessment of the validity of the claim,
   c. **Extend the claim review period**, whereby the period awaiting completion of the claim submission shall not be included in the standard claim review period.

3. The Warrantor shall not be liable for any increase in the extent of damage or for the inability to reliably determine the cause of a defect to the extent that such circumstances result from a delayed notification of the claim.

4. The Warrantor reserves the right to require the defective Product to be delivered to a designated location for inspection and verification.

5. The Warrantor shall decide on the validity of the warranty claim and on the method of satisfying any accepted warranty claims.

6. A Product in which a defect has been identified must be taken out of service immediately; failure to do so shall result in the loss of warranty rights.

7. For Buyers having their registered office in Poland, the warranty claim review period shall be up to **14 business days** from the date of receipt of complete documentation and, where necessary, the Product itself. If the claim is accepted, the Warrantor shall perform the warranty service within 30 days from the date of acceptance of the claim, unless the nature of the repair, the need for specialized diagnostics, the availability of parts, or transportation conditions objectively require a longer period. In such case, the Warrantor shall promptly inform the Buyer of the reason for the delay and the expected completion date. The parties may agree on a different timeframe.

8. Repair or replacement of a Product shall not result in the commencement of a new Warranty Period. However, the Warranty Period **shall be extended by the period during which the Product remains in the possession of the Warrantor or its authorized representative in connection with a warranty repair.**

9. If a warranty claim is found to be unjustified, in particular where no defects covered by the Warranty are identified or where the reported defect results from causes excluded from warranty coverage (e.g. improper operation, incorrect installation, unauthorized modification of the Product, etc.), the Warrantor reserves the right to:

    a) **Charge the Buyer for the costs of diagnostics, transportation, and any service work performed,** in accordance with the applicable rates;
    b) **Suspend any further activities** until the Buyer confirms acceptance of such costs;
    c) **Return the Product unrepaired** at the Buyer's expense if the Buyer does not accept the costs of a chargeable repair.

10. The costs referred to in Clause 9 shall be documented and presented to the Buyer before they are charged.

11. Until the Buyer settles the amounts due under Clauses 9 and 10, the Warrantor shall be entitled to withhold the release of the Product. Storage of the Product following the completion of the warranty claim procedure may be subject to a storage fee of PLN 100 net per day. In the event of continued non-payment, the Warrantor shall be entitled to pursue its claims in accordance with the applicable provisions of law.

§5. LIMITATION OF LIABILITY

1. The Warrantor **shall not be liable** to the User, the Buyer, or any other person for any **indirect losses, loss of profits, production downtime, or other consequential damages** that may arise as a result of a failure or malfunction of the supplied Product. Subject to cases where limitation of liability is prohibited by mandatory provisions of law, the Warrantor's total liability arising from or in connection with a given Product or Service, including liability for non-performance or improper performance of the Agreement, damages, and warranty claims, shall not exceed the net value of the Product or Service giving rise to such liability.

2. The Warrantor shall not be liable to the Buyer for any costs related to the preparation of a test stand, installation, dismantling, internal transportation, downtime, measurements and testing, connection, disconnection, or reconnection of the Buyer's/User's equipment, apparatus, or installations, including any modifications to electrical connections carried out in the motor terminal box. Such costs shall be borne exclusively by the Buyer/User and shall not be reimbursed or re-invoiced to the Warrantor.

3. The Buyer/User shall forfeit all rights under the Warranty in the event of:
   a) any modification of the Product,
   b) any interference with the Product by unauthorized persons,
   c) any attempts to repair the Product by unauthorized persons,
   d) failure to perform the required periodic inspections or maintenance activities,
   e) removal or tampering with seals or security devices affixed to the Product,
   f) use of the Product in a manner inconsistent with the requirements of the Agreement, technical documentation, or these GWTC,
   g) failure by the Buyer to make payment within the required timeframe,
   h) operation of the Product after a malfunction has been identified where such operation causes further damage to the Product,
   i) operation of the Product after a warranty claim has been submitted.

§6. FINAL PROVISIONS

1. The Warranty shall apply within the territory of the Republic of Poland and outside its borders, subject to any contrary provisions of the Agreement or individual arrangements between the Parties, in particular with respect to the place and manner of performance of warranty services and the costs of travel, transportation, and service activities outside the territory of the Republic of Poland.

2. These GWTC shall be governed by the laws of Poland. Any disputes arising out of or in connection with these GWTC or the Warranty shall be submitted to the exclusive jurisdiction of the court having jurisdiction over the registered office of the Warrantor.

3. In the event of any discrepancy between these General Warranty Terms and Conditions and the Agreement/Purchase Order, the provisions individually agreed upon by the Parties shall prevail.