



METALPOL

WĘGIERSKA GÓRKA

METALPOL WĘGIERSKA GÓRKA Sp. z o.o.
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Nr KRS: 0000051266 Sąd Rejonowy VIII Wydział Gospodarczy Bielsko-Biała

Kapitał Zakładowy: 11 050 000,00 zł

GENERAL WARRANTY CONDITIONS

given by METALPOL Węgierska Górka Limited Liability Company
for sold products

I. General provisions and the content of the warranty:

The Vendor – METALPOL Węgierska Górka limited liability company with its registered office at ul. Kolejowa 6 in Węgierska Górka, 34-350, hereinafter referred to as “GUARANTOR”, hereby is granting the factory warranty for the products that are the subject of the sales on the basis of the sales document and that are marked with the permanently extruded trademark of the Guarantor, the production year and the adhesive brand label. The existence of clear and recognizable elements of the above-mentioned marking constitutes the condition of being covered by the warranty and realization by the Purchaser the rights resulted from this warranty.

The Warranty covers the assurance of the GUARANTOR, that the things sold to the PURCHASER have the quality and properties specified in the technical standards or in the arranged and accepted by the Parties technical conditions according to which they were produced or in the agreement concluded by the Parties.

II. Warranty conditions:

The warranty is given on the basis of the following conditions:

1. The GUARANTOR is liable in reference to the given warranty only when the defect of the product appearing during the warranty period was caused due to reason attributable to the sold product.
2. The warranty does not cover damages of the products caused by the improper transport, assembly or use (operation).
3. The proper assembly and use of the product by the Purchaser (user) means following the technical parameters during the assembly and operation given on the product frame, in the quality certificate, instructions for use as well as in the Operation and Maintenance Manual.
4. Products covered by the warranty cannot be exposed to pollution, bending, stretching and compressing stress as well as surge and effects of dynamic forces according to Operation and Maintenance Manual, during the assembly as well as the operation.
5. The PURCHASER is obliged to- on the pain of losing the rights arising from the warranty- keep the claimed product in the condition that allows the GUARANTOR to examine the product and claimed defect or damage.
6. If the PURCHASER has not settled the accounts, the warranty is not provided.
7. Defects or damages of the product discovered during the warranty period ought to be reported to the GUARANTOR without delay but not later than 7 days from the date of their discovery.



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8. The product in which the defect was discovered ought to be withdrawn from service without delay on the pain of losing the warranty.

III. Scope of responsibility of the GUARANTOR:

1. In case of discovering the defect or damage covered by the warranty in the product of the GUARANTOR, during the warranty period defined herein, the GUARANTOR is obliged to repair damage or defect on his cost or to provide the PURCHASER with the product free of defects.
2. The GUARANTOR can determine the way of fulfilling warranty obligations, but after at least two repairs of the same product, the PURCHASER is entitled to demand fulfilling warranty obligations strictly by the replacement of the product for the one free of defects.
3. Warranty rights are realized in the place in which the defect of the product is discovered. On the demand of the GUARANTOR, the PURCHASER is obliged to deliver the defective product to the place in which it was delivered to the PURCHASER. The cost of delivery will be covered by the GUARANTOR.
4. The GUARANTOR will respond to the warranty claim without delay but not later than within 14 days from the day of receiving the complete written claim supplied with the device. Within this period the GUARANTOR will state if he acknowledge the claim for repair the defect or damage or delivery the product free of defects or he finds the claim groundless.
5. The GUARANTOR is obliged to fulfill obligations specified in par.1 within the period of 30 days from the date of submitting the response mentioned in par.4. If fulfilling the warranty obligations covers the delivery of product free of defects, the costs of delivery will be covered by the GUARANTOR. In reasonable cases, due to the necessity of gaining proper components, the date of repair may be extended. In such case the GUARANTOR will inform the Purchaser without delay about the extension of the time of fulfilling obligations specified in par.1, indicating the extended time.
6. All defective products and parts, that were replaced due to the warranty become the property of the GUARANTOR.
7. Due to the warranty the GUARANTOR is responsible only for defects and damages found in products under this warranty. The warranty does not cover any other results of the defect or damage.
8. The warranty does not cover the defects caused by the force majeure, natural disasters, floods, fires or by the negative weather conditions including frost etc.
9. The product warranty expires, when the repairs or other interventions in a given device were not performed directly by the GUARANTOR or by the Party authorized by the GUARANTOR. The above-mentioned condition does not apply to the operational actions specified in the operational manual for the specific devices.
10. The scope of warranty repairs does not include periodic maintenance works and inspections of the product, especially cleaning, adjustments, checking the functioning, operating errors correction and other actions that have to be carried out by the user according to the operation manual.
11. If the warranty claim turns out to be groundless (especially due to: not finding the defect, occurrence of the case that is not covered by the Warranty, expiration of the guarantee period, expiration of the Warranty), the GUARANTOR will inform the claimant about the overriding the claim and will justify his standpoint.





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IV. The end of the warranty period:

The warranty period given on the above-mentioned conditions is 24 (twenty- four) months. from the date of delivering the product to the PURCHASER.

The period cannot end later than 12 (twelve) months from the date of assembly of the product according to the purpose and the conditions of the Operation and Maintenance Manual.

2. The warranty period will be extended by the time during which the Purchaser could not use the product of the Guarantor due to the defect or damage of product covered by the warranty.
3. The warranty period for the service parts is 12 months providing that they are assembled by the GUARANTOR.

V. Final Provisions:

1. Due to the warranty protection given to the PURCHASER by the GUARANTOR, the Parties will not apply to the products covered by the warranty other provisions that refer to the responsibility of the seller, and especially provisions of warranty for physical defects of products.
2. If the product covered by the warranty was sold by hand of agent or sales representative of the GUARANTOR (the dealer), the final purchaser and user of the product are entitled to the warranty rights providing that they comply with the warranty provisions.

Węgierska Górka, Date 31.05.2017

GUARANTOR:

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