



# **GENERAL TERMS OF WARRANTY FOR GRAW SP. Z O.O**

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## 1. BASIC DEFINITIONS

**Entitled to the Warranty** - Purchaser or User.

**User** - the entity using the Product.

**Purchaser** - the entity purchasing the Product from the Warrantor.

**Warrantor** - producer – P. U. T. "GRAW" Sp. z o. o. with a seat at:

Karola Miarki 12

44-100 Gliwice

Poland

**Product** - Device or System sold by the Warrantor, for which a warranty is granted.

**Device** – an off-the -shelf product

**System** - a product that requires development and commissioning by the Warrantor.

**Warranty Period** - duration of the warranty is 12 months from the Date of commencement of the warranty, unless the Parties have agreed otherwise.

**Date of commencement of the warranty period:**

- for the Device - the warranty runs from the date of sale confirmed by issuing an invoice, unless the Parties agreed otherwise.
- for the System - the warranty runs from the day the System start-up, confirmed by the acceptance protocol, unless the Parties have agreed otherwise.

**Repair** - means restoring the efficiency of the Product to the extent provided for its function and established Warrantor standards.

**Repair Time:**

- in the case of Repair at the premises of the Entitled to the warranty, this time is determined from the date of compliant submission to the Warrantor's Service until the end of the Repair;
- in the case of Repair at the Warrantor's premises, this time shall be determined from the date of delivery of the device to the Warrantor's premises to the date of its shipment to the Entitled for the warranty after the Repair.

**Complaint Submission** - providing written information to the Warrantor by the Entitled to the warranty about the encountering a Product malfunctioning during the Warranty Period.

**Complaint Form** - a document available at <http://www.graw.com/en/terms-and-conditions.html>, which the Entitled to the warranty may use when submitting a Complaint.

## 2. SUBJECT OF THE WARRANTY

Under the conditions specified in this document, the Warrantor provides warranty for the Products to the Entitled to the warranty throughout the Warranty Period. Under this warranty, the Warrantor undertakes to remove defects arising in the Product during the Warranty Period free of charge by its repair or replacement with another Product when it cannot be repaired.

The condition for recognizing the warranty is immediate (no later than 3 days after becoming aware of the defect) notification of the occurrence of a malfunctioning by completing the Complaint Form on the Warrantor's website or by e-mail or fax.

Entitled to the warranty is obliged to check the completeness and proper operation of the Product immediately after its delivery.

### **3. THE WARRANTY DOES NOT COVER:**

- Consumables and fast wearing parts such as rollers, bearings, bulbs, fuses, washers, lubricants and others.
- Damage to the varnish coating caused by external factors (impacts, scratches, the action of substances that react with the varnish coating) as well as the lack of proper maintenance during the operation of the Product.
- Damage resulting from theft, devastation and other vandalism.
- Damage caused by random factors or force majeure, including electrical surges.
- Damage resulting from the use of improper lubricants, oils, fluids, fuses or other consumables.

### **4. REPAIR TIME**

Any defects having occurred during the warranty period will be:

- for the Device: rectified within the Repair Time not exceeding 28 working days
- for the Systems: Warrantor declares the response time (defining the corrective actions) within 5 working days, then diagnostics and repair will be carried out within 28 working days

The Warrantor reserves the right to extend the Repair Time in special cases, of which he will immediately inform the Entitled to the warranty. In this situation, the Warranty Period will be extended by the number of days for which the repair time has been extended.

### **5. ORGANIZATION OF WARRANTY SERVICE**

Only the Warrantor is entitled to repair the Product unless the parties agree otherwise.

In order to execute the rights arising from the warranty, the Entitled to the warranty is obliged to report a defect in the Product immediately, no later than 3 calendar days after becoming aware of the defect. A product defect is to be reported by completing the Complaint Form and sending it by e-mail to the address [reklamacje.graw@goldschmidt.com](mailto:reklamacje.graw@goldschmidt.com) or by fax: (+48) 32 231 70 91. The Warrantor confirms the acceptance of the service request.

1. System Repair:

The warranty procedure begins with the Warrantor's service employee conducting tests to confirm the defect. The Warrantor shall perform repairs at the place of installation, unless the Parties agree otherwise. After the Repair is completed, the representative of the Entitled to the warranty is required to confirm the rectification of the defect with a signature in the service report. The Entitled to the warranty is obliged to make the system available providing the necessary technical support free of charge to enable diagnosis and repair. If the tests carried out do not confirm the reported defect or the system is not made available, the Warrantor reserves the right to charge the Entitled to the warranty for the costs incurred with the complaint.

2. Device repair, calibration:

The Warrantor performs repairs, calibration at the Warrantor's premises, unless the Parties agree otherwise. Entitled to the Warranty is obliged to deliver the Device at their cost to the following address: P.U.T. "GRAW" Sp. z o.o., ul. Karola Miarki 12, 44 - 100 Gliwice, Poland. The device should be delivered in factory or replacement packaging ensuring safe transport, on pain of losing warranty rights. The cost of the return transport is covered by Warrantor only in case of the accepted Warranty Complaint otherwise It has to be covered by the Entitled to the Warranty.

## **6. OBLIGATIONS OF THE ENTITLED TO THE WARRANTY IN THE CASE OF A WARRANTY LASTING OVER 12 MONTHS**

The condition for maintaining the warranty is regular and documented calibration of the Device, and in the case of Systems, performing warranty inspections in accordance with the provisions of the technical documentation. Calibration and warranty inspections are paid services and can only be performed by the Warrantor unless the parties have agreed otherwise,.

Services should be performed within a period of 12 months from the date of commencement of the Warranty Period. If the Warranty period is more than 12 months, subsequent warranty inspections or calibrations should be carried out up to a year from the previous date.

## **7. LOSS OF WARRANTY RIGHTS**

The warranty is forfeited if:

- Entitled to the Warranty did not check the Product and did not report visible malfunctioning to the Warrantor within 3 days of Device receipt, and if the defects were revealed later - within 3 days of their detection.
- Damage to the Product occurred during transport performed by or commissioned by the Entitled to the Warranty.
- Entitled to the Warranty failed to perform obligatory warranty inspections of Systems or

calibration of Devices referred to in section 6 of this document.

- Non-compliance has taken place with the recommendations contained in the technical documentation of the Product and other documents related to it in the scope of proper use and maintenance.
- Repair or modification of the Product was made by entities other than the Warrantor, unless the parties agree otherwise.
- The Product is used in a way different than described in its User Manual and in particular in the event of a defect resulting from incorrect set-up of the Device.

## **8. OTHER ARRANGEMENTS**

These conditions apply from February 1, 2020.