

Terms of Guarantee and Warranty for foreign customers

- 1. Bolarus S.A. liability under the Warranty and Guarantee is excluded entirely, however in particularly justified cases, Bolarus may deviate from this principle under the conditions set out in points 6-10 found below.
- 2. Bolarus S.A. shall not be liable to the Buyer or any other person, if the Buyer grants to another person more extended rights under the Guarantee or Warranty than those specified in the GCC.
- 3. Bolarus S.A. is not liable for damages that occurred due to the inappropriate exploitation or its usage contrary to the manufacturer's instructions.
- 4. Bolarus S.A. shall not be liable for damages that occurred during transportation and unloading.
- 5. Bolarus S.A. shall not be liable for any work performed without Bolarus S.A.'s approval.
- 6. Buyer is obliged to thoroughly inspect Goods within 30 days from the date of delivery. In case of a defect occurring after this period, liability under the Guarantee and Warranty is excluded.
- 7. Defect reports can be sent only electronically, via the online form <u>http://www.bolarus.com.pl/en/serwis.html</u>.
- 8. When reporting a defect, the Buyer is obliged to present detailed report about type of defect, date of its detection and performed actions. In addition, the Buyer has to attach photographic or video documentation.
- 9. If a defect is reported to Bolarus S.A. in accordance with the GCC, Bolarus S.A. will consider the report within 2 business days and depending on its decision:
 - 9.1 refuses to recognize the report as justified;
 - 9.2 reimburse Buyer costs for labour and basic materials at its sole discretion;
 - 9.3 will grant the Buyer a quality discount (reduce the price);
 - 9.4 will deliver spare parts agreed by Bolarus S.A.;
 - 9.5 will send out authorized Bolarus S.A. service;
 - 9.6 will send out partner service;
 - 9.7 will exchange device for new one.
- 10. In case of agreement with Bolarus S.A., that the repair will be carried out by the Buyer, the cost estimation must be sent in advance for approval by Bolarus S.A.. Bolarus S.A. decides on the scope and amount of costs reimbursement.
- 11. Notwithstanding the foregoing, Bolarus S.A. may provide an additional so-called warranty discount.. The above discount covers following actions and materials: access, labour, basic materials (refrigerant, binder, filter).
- 12. Also notwithstanding the foregoing, Bolarus S.A. is obliged to send free of charge spare parts for a period of 12 months from the date of purchase of the Goods.

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