

General Warranty Terms

SEW-EURODRIVE Polska Sp. z o.o.
01.11.2021



§ 1. GENERAL PROVISIONS

1. These General Warranty Terms (hereinafter referred to as GWT) are an integral part of the Offer/Agreement with SEW-EURODRIVE POLSKA Sp. z o. o. with its registered office in Łódź at ul. Techniczna 5, entered in the Register of Businesses of the National Court Register maintained by the District Court for Łódź Śródmieście in Łódź, 20th Commercial Division of the National Court Register, under KRS 0000079236, REGON: 471388462, Tax Identification Number [NIP]: 7261678845, with share capital in the amount of PLN 3,250,000, (hereinafter referred to as SEW) and thus the agreements concluded between SEW and its client – the purchaser of products and services offered by SEW (hereinafter referred to as the Client). The GWT may be amended by the parties to the Agreement only in an unambiguous manner that does not raise any doubts - in the written form, under pain of being null and void.

If the Parties decide so, this document may be an integral part of a document other than the SEW Offer/Agreement, determining the content of the legal relationship existing between SEW and its Client.

2. The GWT are a complement to the Offer/Agreement with SEW, and in the event of any discrepancies between the provisions of these documents, the provisions of the SEW Offer shall be applicable.

In order to preclude any doubts, it shall be agreed that the content of the contractual relationship between SEW and its Client shall follow from: The SEW Offer whose integral part is the GWT, and then from the general terms and conditions of purchase of services and products used at the Client, to which SEW has explicitly and unambiguously agreed - in writing under pain of being null and void.

This means that the provisions of the document placed higher in the hierarchy above defined in this paragraph shall apply. The contrary provisions of the document placed lower in the hierarchy above shall be null and void.

It shall be agreed that any terms of the warranty/statutory warranty used by the Client are subject to exclusion. The acceptance of such terms as binding may only take place with the express consent of SEW given in writing under pain of being null and void. By placing an order, the Client shall exclude its aforementioned terms and therefore, art. 385 (4) of the Civil Code shall not apply.

§ 2. WARRANTY TERMS

1. Subject to the terms and conditions of this document, SEW represents and warrants to the Client that the subject of the Client's orders shall comply with the terms and conditions described in the specification of the SEW's Offer. Any deviations from this specification shall constitute a defect within the meaning of the Agreement concluded between SEW and the Client. SEW shall only be liable to

the Client for the physical defects arising from causes inherent in the product sold.

2. Only complete products which are fit for service verification, deprived of any defects and mechanical damage resulting from external factors shall be subject to the warranty procedure.
3. Neither the Client nor any third parties shall be entitled to any claims arising from product defects, including damage related to the disassembly of defective products and assembly of products that are not burdened with defects. The only obligation of SEW according to this warranty shall be the delivery of spare parts or repair or replacement of the product with a one that is free of defects, in accordance with the terms of this warranty.
4. The warranty shall cover all the parts of the subject of the Order and be valid for a period of 12 months unless otherwise provided by the SEW's Offer. The Warranty shall be valid from the date of issuance of the subject of the Order to the Client (or an entity authorised by the Client) or from the date on which the Client (or an entity authorised by the Client) had a real possibility to receive the subject of the Order. In the case of spare parts, the warranty shall only apply in the case of their assembly by the authorised representative of SEW.

§ 3. EXCLUSIONS

1. The warranty shall not cover quality defects, whose causes include, in particular:
 - 1) external factors, including mechanical, thermal and chemical damage, flooding, excessive soiling, etc. as well as lack of safeguards compliant with the requirements specified in the SEW's documentation;
 - 2) fortuitous events, force majeure (fire, flood, lightning, etc.);
 - 3) improper use of the product, among other things, not compliant with: the technical-design documentation (including the SEW's catalogue, manuals, including operating manuals) - supplied by SEW;
 - 4) improper transport and/or storage of the product, provided that SEW is not responsible for these tasks,
 - 5) when the subject of the order is just the delivery of the product, - installing the product in a manner that is contrary to its intended use, including the one specified in the SEW's catalogue, and connecting the product in a manner that is contrary to the wiring diagram, supplying the product with a voltage other than that specified on the product's rating plate;
 - 6) the use of accessories and materials that are non-original or non-complaint with the recommendations of the manufacturer;
 - 7) design errors of the Client's system of which the product is a part, including the incorrect selection of the product by the Client;

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- 8) operation and/or installation of the product by unqualified personnel that has not undergone appropriate training and/or has not obtained appropriate licences;
 - 9) self-repair or replacement of product parts by a party other than SEW;
 - 10) malfunction of the product caused by the operation of other components functioning in the integrated system of the Client, including the defective operation of other installations (e.g. electrical, heating, etc.) and/or equipment that has an impact on the operation of the product (e.g. inverters, contactors, humidifiers, coolers, heaters, etc.);
 - 11) any other reason not attributable to SEW and not attributable to the product properties.
2. The warranty shall not cover the parts that are subject to normal wear, including fast-wearing parts, as well as consumables.
 3. The warranty shall not cover a product, which, based on the submitted documents and product characteristics, cannot be identified as a product purchased at SEW, and/or a product which is not provided with the SEW rating plate.
 4. The warranty shall cover a product purchased at SEW provided that the Client makes a timely payment of the price/remuneration for the product. If there is any delay in the payment due for the product, the warranty procedure shall be suspended until the amount due has been paid in full. This event shall not affect the running of the warranty period.
 5. The warranty rights shall expire, if one of the following indications exists:
 - 1) The Client introduces any modification in the Product, not accepted by SEW;
 - 2) The Client does not perform a periodical inspection, if it is required;
 - 3) There are any payment arrears exceeding 90 days.
- of the date of occurrence of the defect, under pain of losing warranty rights in this respect,
- 2) the product, in which the defect has been found should be immediately put out of service or else the Client shall lose its warranty rights;
 - 3) the rectification of the defects by SEW should take place immediately within a period that objectively allows the necessary work and related activities to be carried out; in the case of a non-standard or customised product, in particular, a product with specific parameters or properties, whose repair requires specialist spare parts, SEW shall reserve the right to extend the period of performance of the warranty service by the period that is necessary to obtain and/or manufacture the aforementioned parts, however, not longer than by 90 days;
2. SEW may send its own service team to the product installation site in order to diagnose and/or repair the product.
- The costs of the repair related to the justified warranty complaint shall be incurred by SEW, provided that SEW shall be liable for the said defect.
- In the case of an unjustified service call, the Client shall be charged by the costs of travel and maintenance services in accordance with the SEW's service price list.
- If the parties do not agree otherwise, SEW shall not be obliged to perform disassembly/demolition works aimed at providing SEW with access to the product. The Client shall perform these works at its own expense and risk. The Client – based on jointly agreed terms – may subcontract the performance of additional work to SEW in exchange for appropriate remuneration.
3. If the verification of the warranty complaint requires advanced qualifications, which the representatives of SEW do not have, SEW shall have the right to subcontract the preparation of a relevant expert opinion to a third party. If the warranty complaint turns out to be groundless, the Client shall return the costs of preparation of the expert opinion to SEW.
 4. If the product is serviced at its installation site, the Client shall provide SEW with free access to the product and its location, and make the performance of the safe service procedure possible to SEW in accordance with all Occupational Health and Safety Rules, in particular, it shall provide the necessary manlifts (platforms, ladders, scaffoldings), appropriate preparation of the service site, appropriate technical means (access to power sources, safety switches, etc. Otherwise SEW has the right to refuse the warranty/service activities.
 5. If, while performing its obligations, SEW, as the warrantor has provided the Client, as the warrantee with a product that is free of any defects instead of a defective product,

§ 4. WARRANTY PROCEDURE

1. SEW shall rectify a product defect in the following manner:
 - 1) after a written notification of the defect by the Client, which meets the requirements indicated below, including also a detailed description of the defect, SEW, within maximum 2 working days (days other than Saturdays and public holidays) shall inform the Client about the manner and time limit for such rectification; however, a reservation must be made that the notification should include the following information: name of the product, serial number, date of purchase, detailed description of damage including additional information concerning the occurrence of the product defects, as well as photos of the defective product; the notification of the product defects should be made immediately, however, not later than within 7 days

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or if SEW has carried out major repairs of the subject of the delivery covered by the warranty, the warranty term shall run anew from the moment of delivery of the product that is free of defects or from the return of the repaired subject of delivery. If SEW replaced a part of the subject of delivery, the aforementioned provision shall apply to the replaced part accordingly. However, it must be reserved that the warranty period extended in the aforementioned mode must not result in the extension of the total warranty period by more than 120 % (one hundred and twenty percent) of the original and nominally defined contractual warranty period (after this period, the warranty shall expire definitely). Therefore, the application of art. 581 § 1 of the Civil Code shall be excluded. In other cases, i.e. in the event of minor repairs, the warranty period shall be extended by the time during which, as a consequence of the product defect, the Client was not able to use it; this period, however, must not be longer than 2% of the original and nominally defined contractual warranty period.

§ 5. FORCE MAJEURE

1. Force Majeure shall mean an external event which has an impact on the performance of the Agreement, which cannot be foreseen and is beyond control of SEW or the Client, and which, with due diligence, cannot be avoided or prevented. Within the meaning of the provisions of the Agreement, the Force Majeure "shall mean, in particular, acts or omissions of authorities, strikes, lockouts, wars, blockades, uprisings, riots, epidemics, earthquakes, fires, floods and strong winds such as hurricanes or tornadoes, as well as disruptions in the supply chain of components/equipment used by SEW to perform the obligations of the Agreement.
2. If any of the Parties to the Agreement must halt or delay its activities under the Agreement as a consequence of operation of Force Majeure" - it shall notify the other Party of this fact in writing within 14 days of the date of occurrence of such an event, specifying the event, its causes and consequences for the performance of the Agreement.
3. The Party who has submitted such written notification shall be exempted from its obligations or from keeping the deadline for its obligations for as long as this event continues. The time limit for the performance of mutual obligations shall be extended accordingly for the duration of the event referred to hereinabove.
4. The Party affected by the operation of the Force Majeure shall make reasonable efforts to minimise its effects and shall resume the performance of the Agreement immediately, as soon as this is possible.
5. A delay or failure to implement the provisions of the Agreement caused by the Force Majeure shall not be the basis for:

- a) termination of/withdrawal from the Agreement,
- b) lodging any claims for damage or additional costs incurred by the other Party.

§ 6. ADDITIONAL PROVISIONS

1. SEW shall take a decision on the legitimacy of the warranty notification and the manner of satisfying the accepted warranty claims.
2. The replaced defective products/parts shall become the property of SEW.
3. The Parties agree that the provisions of this document regarding the warranty shall supersede the statutory warranty related to the product sale.
4. Pursuant to art. 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions, SEW represents that it has the status of a large entrepreneur.


Tomasz Wieland
Managing Director/Chairman of the Board

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