

## Warranty principles for INELO Products and the terms and conditions for providing maintenance and repair services

### Definitions

The following terms used in this document shall have the respective meanings specified below:

**Business Day** - a day from Monday to Friday, from 8:00 to 16:00 (UTC+1), except during public holidays falling within this period as defined by Polish law.

**Technical and Cost Evaluation** - a document prepared by INELO after receiving the Notification, indicating the costs and repair method, indicating the cause of the Product damage, or confirming the good repair of the Product. If INELO accepts liability on the basis of a warranty (or implied (statutory) warranty - for Consumers), the Customer is not charged with the cost of preparing the Technical and Cost Evaluation.

**Customer** - a natural person, legal person or organizational unit without legal personality, with a legal capacity conferred pursuant to the law, which has purchased the Products from INELO.

**Consumer** - a Customer who is a natural person and who purchased Products for purposes not directly related to the business or professional activity of the Customer.

**Product** - a device purchased by the Customer, the manufacturer of which is INELO and to which the principles of warranty and the terms and conditions for providing maintenance and repair services apply.

**Non-Warranty Product** - a Product for which the warranty has been excluded under these Warranty Principles or for which the warranty does not apply, including due to the expiry of its term, as well owing to the fact that the Product was found to be in good repair.

**INELO** - Inelo Polska Spółka z ograniczoną odpowiedzialnością (Limited Liability Company) in Bielsko-Biała (43-300), at ul. Karpacka24 / U2b entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Bielsko-Biała, 8th Economic Department of the National Court Register under the KRS number 0000702969, NIP: 5512333463, REGON: 356687662, telephone no.: +48 33 496 58 72, e-mail: [export@inelo.pl](mailto:export@inelo.pl)

**Defect** - malfunction, defectiveness, deficiency of or damage to the Product arising from reasons inherent in the Product, resulting from the material used or generated at the stage of production.

**Warranty conditions**- these Warranty principles for INELO Products and the terms and conditions for providing maintenance and repair services

**Notification** - an information about discovering the damage to the Product, sent to INELO by the Customer, to the e-mail address: [devices@inelo.pl](mailto:devices@inelo.pl), using the service request form available on the website at: <https://inelo.com/devices/>

### § 1. Scope of warranty

1. INELO guarantees that the Product delivered to the Customer is free from Defects. The Product warranty period is counted from the date of purchase of the Product (as indicated on the Invoice) by the Customer and is valid for a period of 24 months, unless otherwise agreed in writing with INELO. The product is not covered by the implied (statutory) warranty as defined in Art. 556 to 576 of the Civil Code, except in cases where the Customer is a Consumer.
2. For Consumers pursuing their claims against INELO under the implied (statutory) warranty, the provisions of these Warranty Conditions shall apply accordingly if the Consumer is ordering the repair of the Products due to damage not covered by the implied (statutory) warranty, without prejudice the fact that the provisions of the Warranty Conditions shall not exclude the Consumer's rights under generally applicable law.

### § 2. The principles of the Warranty

INELO shall be liable under the guarantee granted to the Customer only if the Customer has met jointly the following premises / conditions:

1. used, transported, and stored the Product in accordance with its intended use, the accepted rules of use and generally accepted standards;
2. submitted the Notification to INELO within 7 days from the date on which the Product Defect was first discovered or should have been discovered;
3. delivered the Product referred to in the Notification to INELO, at the Customer's expense, in a packaging protecting against damage during transport, together with a copy of the proof of purchase containing the serial number of the Product referred to in the Notification and with accessories (e.g. cables, housing elements, etc.) delivered to the Customer together with the Product (INELO shall not be required to collect the cash-on-delivery shipment sent by the

Customer to INELO). INELO shall be responsible for the Product from the moment it is delivered to INELO and recommends the use of insured shipments;

4. enabled INELO to test the conditions in which the Product was used;
5. in the case of purchasing a Product from INELO - fulfilled its obligations under the contract concluded with INELO, including timely payment for the Product
6. stopped using the Products immediately once the Defect was detected or could have been detected.

### **§ 3. Warranty exclusions**

warranty shall not cover:

1. The product or its parts, if their damage was caused by natural wear and tear (including batteries, cables, connectors, fuses, etc.), force majeure, or causes such as flooding with liquid, impact of vapours, inert gases, moisture, thermal shock, destructive mechanical force, overvoltage in the electric grid, lightning or overloading.
2. damage resulting from interference by the Customer (or third parties to whom the Customer provides the Product) with the Product, which can be ascertained, for example, by observing broken warranty seals placed on the Product;
3. mechanical damage to the Product;
4. damage to the Product resulting from improper use of the Product, including using it in a manner inconsistent with its intended use, accepted principles of use and generally accepted standards.
5. If the subject of the Transaction is a Product not manufactured by INELO or covered by a warranty granted by a third party, then the provisions of the Regulations in the scope of the warranty provided by INELO are excluded, and the principles of a warranty granted by such third party shall apply, and the Customer is authorized to pursue the guarantee claims from a third party, excluding INELO's guarantee liability.

### **§ 4. Procedure for considering the Notification and repair of Products covered by the warranty**

1. For Products covered by the warranty, INELO, within 14 Business Days of receipt of the Notification concerning a Product and fulfilling the condition described in § 2 clause 3 of the Warranty Conditions by the Customer, will inform the Customer about the acceptance of the notification, providing the notification number, and will consider the Notification.
2. If INELO accepts its liability under the warranty, within 14 Business Days of accepting the liability, INELO will remove the Defect by (1) repairing the Product or (2) replacing it with a new Product with the same or similar technical parameters or (3) refund of the price of the Product, the method of repairing the Defect being selected at INELO's sole discretion. In the event of high complexity of the Notification and in other exceptional situations, INELO reserves that the time to respond to the Notification may be extended; INELO shall inform the Customer about this within 14 Business Days of receiving the Notification via e-mail sent to the e-mail address provided in the Notification, indicating the approximate date of handling the Application.
3. After removing the Defect, INELO will deliver the Product to the Customer at INELO's own expense. Details of the package, such as: identification of the courier, method and date of shipment, each time must be agreed with the Customer. If the Customer discovers that the shipment is damaged, the Customer is obliged to inform INELO and the carrier - in accordance with separate regulations - without delay, not later than within 3 days of receiving the shipment.
4. Repair of the Product by INELO or replacement of the Product with a new one shall not extend the warranty period or renew the warranty period. If the repaired or replaced Product turns out to be defective due to the occurrence of Defects, INELO will bear further warranty liability for a period of 6 months from the date of receipt of the Product by the Customer, not longer, however, than until the expiry of the warranty period determined in accordance with § 1 of the Warranty Conditions. .

### **§ 5. Procedure for considering the Notification and repair of Non-Warranty Products**

1. If the subject of the Notification is a Non-Warranty Product, INELO, upon considering the Notification, will prepare and send to the Customer (in an email sent to the email address provided in the Notification) a Technical and Cost Evaluation, in which INELO will inform the Customer about the findings, and will present the cost of repairing the Non-Warranty Product - if the Customer has not previously specified the maximum acceptable value of the repair costs, for which a separate consent is not required, or if the value of the repair costs exceeds the Customer's indication. The

Technical and Cost Evaluation should also be deemed to be INELO's statement confirming the good repair of the delivered Non-Warranty Product.

2. The Customer is required to cover:
  - a) the costs of the Technical and Cost Evaluation indicated in the Notification,
  - b) possible repair costs of the Non-Warranty Product - after their acceptance by the Customer (subject to the second sentence of clause 3 of this section),
  - c) the costs of transporting the Non-Warranty Product to the Customer - before making the warranty claim, the Customer shall send to INELO, to the e-mail address: [devices@inelo.pl](mailto:devices@inelo.pl), an inquiry about the amount of the currently applicable shipping costs,
  - d) the cost of storing the Non-Warranty Products in the amount of EUR 5 per day, in the case specified in clause 5 of this section.
3. Upon submitting the Application, the Customer declares that the Customer undertakes to cover the cost of the Technical and Cost Evaluation, in the amount specified in the Notification - in the case described in clause 2 of this section. When submitting the Notification the Customer may also specify the value of the repair costs, for which no separate Customer consent is required.
4. The cost of the Technical and Cost Evaluation will not be charged by INELO if the Customer, upon receiving the Technical and Cost Evaluation, accepts and then pays the cost of repairing the Non-Warranty Product.
5. The Customer shall be obliged to inform INELO in a message sent to the email address: [devices@inelo.pl](mailto:devices@inelo.pl) about the acceptance or non-acceptance of the repair costs indicated in the Technical and Cost Evaluation. If, within 21 days from sending the Technical and Cost Evaluation to the Customer, the Customer does not decide about the acceptance or non-acceptance of the repair costs, the Customer is deemed to not agree to the repair of the Non-Warranty Product and INELO shall send the not repaired Non-Warranty Product back to the Customer, at the Customer's expense as specified in clause 2c of this section. In such a case, the Customer shall be required to bear the costs of the Technical and Cost Evaluation as well as the costs of storing the Non-Warranty Product in the amount specified in clause 2d of this section - for the period from the date of presenting the Technical and Cost Evaluation to the Customer until the date of returning the Non-Warranty Product to the Customer.
6. Within 14 Business Days from the receipt of the approval of the Technical and Cost Evaluation INELO shall remove the Defect in the manner indicated in the Technical and Cost Evaluation.
7. In the event that, following the decision of the Customer, the Non-Warranty Products for which the Technical and Cost Evaluation was prepared are not repaired, INELO shall take due care and all necessary steps to restore the Non-Warranty Products to the condition in which they were delivered. Notwithstanding the foregoing, INELO shall not be liable to the Customer for any damages caused by performing or failure to perform the above activities.
8. INELO shall have the right to refuse to repair Non-Warranty Products, especially in the event of the unavailability of appropriate spare parts.
9. The Customer shall be obliged to pay of amounts due for costs resulting from the application of the principles set out in this section on the basis of the issued proforma invoice (prepayment) or VAT invoice, within the due date specified in these documents, to the bank account indicated in them. In the event of failure to meet the payment deadline, INELO shall be entitled to charge statutory interest on overdue payments, and in the event of failure to make a prepayment on the basis of a proforma invoice, INELO shall not be obliged to perform any activities related to the Non-Warranty Products and in such case the provisions of clause 5 and 7 of this section shall apply accordingly, while the period of 21 days indicated in clause 5 shall be counted from the expiry of the payment deadline indicated on the proforma invoice. The application of prepayment in a given case shall be decided by INELO.
10. Repair of a Non-Warranty Product by INELO shall not entitle to a warranty for the Product.

#### **§ 6. Repairs (for all cases)**

1. INELO shall exercise due care to repair and return the Product / Non-Warranty Product within 14 Business Days from the acceptance of INELO's warranty liability / acceptance of the repair costs by the Customer and prepayment (if the prepayment was required). If it is necessary to make repairs with a particularly high degree of complexity, the above period may be extended, about which the Customer will be notified by email to the address indicated in the Notification.

2. INELO shall not be liable for any possible actual losses incurred by the Customer or lost profits associated with the malfunction of the repaired Product/Non-warranty Product.
3. INELO shall not be obliged to provide the Customer with a replacement Product for the duration of the repair (regardless of whether covered by the warranty, implied (statutory) warranty or paid).
4. If a Notification applies to a Product / Non-Warranty Product, which saves data in its memory during its use, INELO warns that there is a risk of losing these data during the claim procedure, which means that the Customer should make backup copies of the saved data. INELO shall not be responsible for the loss of this data in connection with the consideration of the Customer's Notification.

#### **§ 7. Final provisions.**

1. All correspondence between INELO and the Customer will be in English.
2. The provisions of Polish law shall apply to the warranty, and the court competent to hear any disputes related to the Warranty Conditions shall be the court competent for the registered offices of INELO, subject to the Consumer's rights under generally applicable law.
3. The Customer and INELO exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, executed in Vienna on 11 April 1980, and the Convention on Limitation on the International Sale of Goods, executed in New York on 14 June 1974 in respect of their legal relationship.
4. These Warranty Conditions become effective on 15.09.2020.