



## GENERAL TERMS OF WARRANTY

### I. SCOPE OF APPLICATION

1. General Terms of Warranty constitute an integral part of sales agreements and contracts.
2. Pursuant to these GTW, the Guarantor provides the Customer with a warranty for all Products sold by them, with the exception of parts subject to normal wear and tear and consumables, ensuring the proper functioning of the offered Products provided they are used in accordance with their intended purpose, GTW, and operating conditions specified in the documentation.
3. Direct warranty claims against the Guarantor may only be made by Customers who purchased the product directly from the Guarantor. In other cases, warranty claims should be made at the place of purchase of the Product.
4. Pursuant to Art. 558 § 1 of the Civil Code, liability for defects in the Product is entirely excluded. This provision does not apply to Consumers.

### II. WARRANTY PERIOD

1. The warranty period is determined individually for each agreement, depending on the purchased device and the type of service agreement.
2. The Guarantor provides the Customer with a warranty for the period specified in the agreement, calculated from the date of signing the handover protocol or based on the date of sale from the VAT invoice.
3. The warranty period may be extended as part of a paid extended warranty, the terms of which are determined individually.

### III. WARRANTY COVERAGE

1. The Guarantor provides the Customer with a warranty for all Products sold by them, ensuring the proper functioning of the offered Products provided that:
  - a. they are used according to their intended purpose, GTW, and operating conditions specified in the product's instruction and documentation,
  - b. startup by authorized service, technical inspections are carried out as recommended and within the specified time frames in the device's user manual.
2. During the warranty period, the Guarantor is obliged to provide spare parts or repair defective Products free of charge. If the Guarantor finds that repairing the Product is not possible or the cost of repairing the device is disproportionately high compared to the price of a new device, they are obliged to replace the Product with a defect-free one.
3. Under the warranty, neither the Customer nor third parties are entitled to claim compensation from the Guarantor for any damages, including indirect and consequential damages, resulting from Product failure. The only obligation of the Guarantor under this warranty is to provide spare parts or repair or replace the Product free of defects, in accordance with the terms of this warranty.
4. The Guarantor is only liable for physical defects arising from causes inherent in the sold Product. The warranty does not cover defects arising from other causes, especially as a result of:
  - a. external factors: mechanical, thermal, chemical damage, flooding, excessive contamination (e.g., construction dust, spilled biological materials/liquids), etc.,
  - b. incorrect installation and use of the Product contrary to its intended purpose specified in the product's instruction and documentation,
  - c. use of the Product under conditions contrary to those specified in the product's instruction and documentation,
  - d. design errors in the installation, incorrect selection of the Product,

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- e. connection of the Product by persons without the appropriate SEP authorizations, connection of the product contrary to the electrical schematic, powering the Product with a voltage other than that specified on the nameplate and/or in the product's instruction and documentation,
  - f. use of the Product contrary to its intended purpose and/or engineering standards,
  - g. lack of thermal protections compliant with the requirements specified in the product's instruction and documentation,
  - h. incorrect assembly, maintenance, storage, and transportation of the Product,
  - i. damage to the Product resulting from the use of non-original or non-compliant accessories and consumables recommended by the manufacturer, including the use of other maintenance agents than those recommended by the Guarantor and indicated in the product's instruction and documentation,
  - j. damage resulting from random events, force majeure (fire, flood, lightning, etc.),
  - k. faulty operation of other installations (e.g., electrical, heating, etc.) and/or devices affecting the operation of the Product (e.g., inverters, relays, humidifiers, coolers, heaters, air conditioning, etc.), lack of electrical installation protection, incorrect grading of electrical installation protections.
5. The warranty does not cover:
    - a. parts subject to normal wear and tear and consumables,
    - b. product that cannot be identified as a product purchased from the Guarantor based on submitted documents and product characteristics and/or a Product lacking the Guarantor's nameplate,
    - c. defects reported to the Guarantor more than 30 days after their discovery.
  6. The warranty covers the Product purchased from the Guarantor, with the reservation that the Buyer makes timely payment for the product. In the event of a delay in the due payment for the product, the warranty procedure will be suspended until the full settlement of the obligation.
  7. The warranty may be extended for each Product.

#### IV. LOSS OF WARRANTY

1. The buyer loses entitlements under the warranty for Products in case of:
  - a. any modification of the Product,
  - b. interference with the Product by unauthorized persons,
  - c. any attempts to repair the Product made by unauthorized persons,
  - d. use of non-original, inappropriate spare parts for the specific type of Product,
  - e. overdue payments for the Product exceeding 90 days,
  - f. failure to carry out periodic inspections,
  - g. continued use of the Product after detecting a defect.
2. The findings by the Guarantor regarding the occurrence of reasons specified in para. 1 above or the failure by the Customer to meet the conditions mentioned in point III para. 1 above are the basis for not recognizing the Product Complaint.

#### V. REPORTING AND WARRANTY PROCEDURE

1. The provisions regarding service notification shall apply accordingly to report a defect.
2. The acceptance of a Complaint for consideration is based on meeting the following conditions cumulatively:
  - a. Written complaint notification by the Customer, via email to [quality\\_assurance@prolab.com.pl](mailto:quality_assurance@prolab.com.pl) using the complaint form containing the name of the product, catalog number, serial number, purchase date, technical passport number (if

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- issued), detailed description of the damage along with additional information about the occurrence of product defects, and photos of the defective product.
- b. Presentation of the handover protocol if required in the product's user manual.
  - c. Personal delivery or delivery via Carrier of the defective product to the Guarantor's headquarters (for small-size devices) or granting access to large-size devices at the installation site upon the Guarantor's request.
3. Defects or damages to the Product discovered during the warranty period should be reported to the Guarantor immediately, but no later than 30 days from the date of their discovery.
  4. The Product in which a defect is detected should be immediately withdrawn from use under the risk of losing the warranty.
  5. The Guarantor undertakes to consider the service notification and provide feedback on the method and terms of performance within 2 business days of our time zone.
  6. The Guarantor undertakes to perform warranty services for small-size devices delivered to the Guarantor's headquarters within 14 business days from the date of their delivery, provided that a service notification has been previously submitted. For international Customers, the delivery time of the device and the time spent on resending it to the Customer's headquarters are not included in the above-mentioned period.
  7. In case of notifications requiring actions at the premises (outside the Guarantor's headquarters):
    - a. a service visit will be scheduled within 2 business days unless otherwise agreed by both parties,
    - b. the result of the service visit is a Service Report, based on which an invoice for the provided service will be issued within 14 business days from the date of its signing by the Customer.
  8. The Guarantor reserves the right to extend the warranty service period by the time necessary to import and/or produce parts, but not longer than 90 business days.
  9. Only complete products suitable for service verification, free from defects and mechanical damages caused by external factors, are subject to the warranty procedure.
  10. Products returned to the Guarantor at their expense and/or returned without the Guarantor's knowledge and acceptance will not be accepted or will be accepted with the reservation that the service procedure will not be initiated until the Guarantor's return of the incurred shipping costs within a non-extendable period of 14 days.
  11. The Guarantor decides on the validity of the warranty claim and the choice of the method of fulfilling recognized warranty claims.
  12. Defective products replaced become the property of the Guarantor.
  13. The Guarantor reserves the right to conduct a local inspection at the installation site of the claimed Product.
  14. In the case of Product repair, the warranty period is extended by the period of Product malfunction. In the case of replacing the product with a new one, this product is covered by a new warranty from the moment of delivery of the Product.
  15. The Guarantor is not obliged to upgrade or modify existing products after the introduction of newer versions to the market.
  16. Matters not regulated by these GTW are subject to the provisions of the Civil Code.

Rzędziany, Poland 04.01.2024