

GENERAL TERMS AND CONDITIONS OF WARRANTY FOR CAPRICORN S.A. PRODUCTS



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District Court for Wrocław-Fabryczna in Wrocław, IX Commercial
Division KRS
KRS no: 0000472600 , Share capital: 400.000 PLN

ALIOR BANK S.A **SWIFT (BIC)** ALBPPLPW
IBAN: PL49 1060 0076 0000 3210 0015 3728 (WALUTA PLN)
IBAN: PL65 1060 0076 0000 3210 0015 3731 (WALUTA EUR)
IBAN: PL95 1060 0076 0000 3210 0015 3773 (WALUTA USD)



CAPRICORN S.A., with the registered seat in Świebodzice, hereinafter “Warrantor”, hereby grants a warranty to the Buyer, hereinafter “Customer” for the products purchased, hereinafter referred to as “Product”, in accordance with the following conditions:

§ 1

PERIOD OF WARRANTY

1. The Warranty is granted for 24 months following the Product selling date, however, the Warranty period shall not be longer than 36 months from the date of its manufacture.
2. The period of Warranty begins upon the purchase of the Product, the date of which is presented upon the proof of purchase – a VAT invoice, regardless when the Product is used to install in a system;
3. The Warranty is only granted to the Buyer, hereinafter referred to as “Customer”, with whom the Warrantor concluded a sales agreement and shall not be transferred to other entities, including subsequent buyers of the Product.

§ 2

SCOPE OF WARRANTY

1. The Warranty shall cover defects caused by fault of the Warrantor. The Warranty covers hidden defects, which were unable to be determined at the time of purchase and have been detected in the Warranty period, and which result from the reasons in the Product.
2. The Warranty covers the repair or replacement of a Product which proves defective.
3. The Warrantor shall not be held responsible for the installer’s errors as a result of which the Product and the system do not satisfy the required parameters.
4. The Warranty does not cover natural wear and tear of the Product resulting from the Product's proper use.
5. The Warranty does not cover defects, which occurred due to:
 - improper storage and transport which exposes the Product to damage,
 - improper assembly of the Product, in a manner inconsistent with technical provisions and the standards referred to therein,
 - improper use of the Product, in a manner inconsistent with its intended use,

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- improper or defective operation of the system and devices which encompass the Warrantor's Product,
- failure to perform maintenance of the Product with frequency indicated by the Warrantor,
- improper maintenance and cleaning of the Product, including the use of chemical, caustic or abrasive agents,
- mechanical, thermal and chemical damage, discolourations and corrosion, including damage resulting from disassembly of the Product,
- Acts of God, Force Majeure.

6. The Warranty does not cover premature wearing out of the Product due to its improper use.

7. The Warranty does not cover defects which have no direct impact on the proper functioning and aesthetics of the Product.

8. The Warranty does not cover the Products with modified, blurred or covered up serial numbers.

9. The warranty does not cover repaired or modified Products regardless of the manner and scope of such repair carried out without the Warrantor's consent and knowledge.

10. The maximum Warranty claim shall be equivalent to the price of the purchased Product.

11. The Warrantor shall not be held responsible for damage caused by defect in the Product or its defective operation and shall not bear any further costs on this account. The Warranty does not cover compensation for the loss of time, travel costs or other inconveniences or costs related to submitting the claim.

The Warrantor shall not make reimbursement for any costs which have not been previously agreed upon therewith.

12. Should the Product be replaced or repaired by the Warrantor, the Warranty for the sold Product shall not be extended or renewed.

§ 3

COMMISSIONING AND THE COURSE OF COMPLAINT PROCEDURE

1. Should the Product be found defective during the Warranty period, initiation of the complaint procedure is done in a written form at the retail outlet where the Product was purchased within 7 business days following the discovery of the defect at the latest. The rights under the Warranty shall be forfeit should this period be exceeded.

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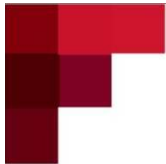
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2. Before submitting a Warranty complaint with the Warrantor, the Customer shall check whether the defect discovered was not caused by improper transport, storage, assembly or use of the Product. Should the Warranty be found unjustified, the Customer shall notify the Warrantor thereof.
3. Complaints shall be filed in writing, on the Warrantor's complaint form to be downloaded from www.capricorn.pl, maintenance and servicing tab.
4. A complaint must include:
 - detailed description of the defect along with supporting photographic documentation,
 - date of discovery of the defect, place of assembly of the Product complained against and data of the person who files the complaint, i.e. the person who purchased the Product from the Customer or subsequent customer, that will be sufficient to get in touch with such a person for issues related to examination of the complaint,
 - information about the operating conditions,
 - copy of the proof of purchase of the Product by the Customer and proof of purchase of the Product from the Customer or subsequent customer by the person who files the complaint,
 - handover of the Product complained about within the period established with the Warrantor.

The following conditions must be met for a complaint to be registered (cumulatively):
Failure to deliver comprehensive information within 14 business days following the discovery of the defect in the Product shall result in rejection of the complaint and loss of rights under the Warranty.

5. For the period in which the complaint is being processed the Warrantor does not give a replacement product.
6. The Warrantor reserves the right to inspect a faulty Product in its installation location within 14 business days from the receipt of the complaint.
If the Warrantor informs the Customer that the Warrantor waives the said right, the Customer is obliged to adhere to the Warrantor's instructions and carry out exhaustive photographic documentation of the faulty Product as well as losses caused directly by the fault and deliver it to the Warrantor. Such documentation shall form an integral part of the complaint.
7. The Warrantor reserves the right to employ a building construction expert to take part in the inspection of a faulty Product and furnish an expert opinion.

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An inspection shall be followed by a protocol specifying faults and damage of the Product including but not limited to the following information: address of the Customer and the complainer, description of the faulty Product, date of purchase of the Product, date of manufacture, the date when the fault was detected, and a detailed description of the fault. The protocol shall be signed by the Warrantor, complainer, or persons duly authorised by them who take part in the inspection. An authorisation to sign a protocol shall be made in writing and constitute an appendix to the protocol. In the case when the complainer twice prevents the Warrantor from inspecting a faulty Product despite the Warrantor's readiness to do so, it shall be assumed that the Customer and the complainer have forfeited their right to complain.

8. The Warrantor reserves the right to perform laboratory tests of the Product subjected to complaint.

9. In case of positive consideration of complain, faulty Product is replaced for a defect – free Product. Replacement concern to only faulty Product being the subject of a complain. It means the replacement does not cover remaining purchased products of the same type and Products purchased simultaneously with the fault Product.

Where replacement is impossible or too expensive, the Warrantor shall, at its own discretion, repair the Product or withdraw from the Agreement and shall refund the Product purchase price. Both new and regenerated products can be used by the Warrantor for repairs or replacement of Products.

10. If a Product is replaced with one that is free from defects, the defective Product shall become the Warrantor's property. The Customer shall return a Product subjected to complaint within 14 calendar days following the date of receipt of a new Product.

Should the above-mentioned deadline not be met, the Warrantor shall issue a sales document for the Customer relating to the Product delivered, which was supposed to be subjected to replacement.

11. If the complaint is groundless, the Customer shall reimburse the Warrantor for the costs incurred thereby in relation to the complaint procedure carried out.

§ 4

FINAL PROVISIONS

1. When collecting the shipment with ordered goods (Product), the Customer shall check its content in the presence of the Courier. Should any defects or damage to the shipment be discovered, including, in particular:

- mechanical damage to the content of the shipment,

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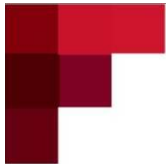
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- incompleteness of the shipment,
- inconsistency of the content of the shipment with the object of delivery (sales document),

the Customer shall immediately undertake the steps needed to determine the carrier's liability, including elaboration of a report on shipment inspection performed in the presence of the Courier. The inspection report shall serve as an exclusive basis of the complaint concerning defects relative to the condition of the shipment of the Product.

The Customer shall immediately, however, no later than within 3 days following the delivery of the shipment with the goods ordered (Product), notify the Warrantor of the facts.

Should any of the requirements above not be met, the Buyer shall lose its rights related to the existence of defects or damage to the shipment.

2. Disputes arising between the Customer and Warrantor are referred to a common court which has jurisdiction over the Warrantor's registered office;
3. The Warranty excludes the Customer's and the complainer's rights under the provisions of the Polish Civil Code regarding warranty for physical defects of the Product in the scope permitted by the applicable law;
4. Matters which are not regulated by these Warranty Terms shall be governed by applicable provisions of the Polish Civil Code.



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