

Warranty terms and conditions – P.W. BEMIX Sp. z o.o.

- 1.** Warranty period – 6 months; to make a warranty claim, it is necessary to submit the proof of sale (VAT invoice) and a written warranty claim letter in person to P.W. BEMIX Sp. z o.o. or send it to the company e-mail address www.bemix.eu or mail it to the company address via traditional mail.
- 2.** The warranty period may be different for specific products; the buyer will be informed about this with a note contained in the Quality Certificate provided with the VAT invoice.
- 3.** The warranty covers only products used within the scope of their intended use and installed according to the applicable technical standards. The costs of installation and dismantling of the defective part shall be covered by the Buyer.
- 4.** Mechanical damage, purposeful destruction of the product or errors in the technical specification provided by the Buyer release P.W. BEMIX Sp. z o.o. from liability for defects in the product.
- 5.** Visible and evident defects as well as quantity claims shall be reported by the Buyer immediately, not later than 2 days from the day of receiving the products. Hidden defects shall be reported within the statutory warranty period. The day of defect identification must be documented. If a warranty claim is submitted after the specified period, it will not be regarded as valid.
- 6.** In the case of a belated warranty claim, the Parties will agree upon the course of action in order to settle that claim.
- 7.** The warranty process depends directly on the manufacturer and the amount of time the manufacturer needs to examine the cause of failure and then remove it.
- 8.** An appropriate amount of time is needed to complete all repairs and replacement deliveries. The period for replacement deliveries is 30 days. If it becomes necessary to import specific products, this period may be extended by the time of that import delivery.
- 9.** If the Buyer continues to use the product after identifying defects in it, we are not liable for the original defects and damage resulting from further use of the product.
- 10.** The warranty excludes further claims (lost profits) of the Buyer, particularly claims for damages related to defects in the delivered products if these defects were not a result of gross negligence, ordinary negligence or willful action of the manufacturer.
- 11.** We reserve the right to introduce technical modifications with the aim of improving the product and exclude all claims related to such modifications.
- 12.** The warranty does not cover repairs of products delivered or owned by the Buyer.
- 13.** Dispute settlement. All disputes that may arise in connection with this agreement shall be settled by the Common Court in Bydgoszcz having jurisdiction over the Seller's seat.

Final provisions.

These terms and conditions are accepted at the moment of receiving the quotation or sales documents – VAT invoice, goods released note or other documents. The Parties shall recognise other forms of accepting the terms and condition of sale, delivery, payment and warranty if the Buyer's behaviour indicates that he has familiarised himself with those terms and conditions. Unless other written agreements have been made, these warranty terms and conditions constitute the entire agreement between the Parties in this regard.