



dualsystem

GEARBOXES

MOTOREDUCERS

ELECTRIC MOTORS

WARRANTY

CARD

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Product.....
Serial number.....
Date of sale.....

Article 1. Warranty period

- 1.1** The Seller (Guarantor) grants a warranty for proper operation of the Subject of the Contract as listed on the sales invoice No..... as of for the period of 12 months as from the day of signing the Document of Receipt (VAT invoice, delivery note), depending on which document is signed later.
- 1.2** The responsibilities under the warranty shall be carried out only in the way indicated herein.
- 1.3** The Guarantor shall be obliged to fulfil responsibilities under this warranty provided only that the Buyer does not delay in payment of due amounts on the day of finding a defect or reporting it to the Guarantor.
- 1.4** The Buyer shall be entitled to have the Subject of the Contract repaired free of charge during the warranty period, provided that he rigorously observes its duties as specified in the Warranty.

Article 2. Obligations of the Buyer

- 2.1** The Buyer shall ensure that during the warranty period the Subject of the Contract shall be used only in the conditions compliant with the technical intended use of the Subject of the Contract.
- 2.2** The Buyer shall be obliged to give and maintain his consent to continuous monitoring of the Subject of the Contract's condition.
- 2.3** The Buyer agrees to obtain information regarding proper use of the Subject of the Contract with all available means and he ensures that he will not interfere anyhow in the mechanical components of the Subject of the Contract.

Article 3. Conditions of defect reporting

- 3.1** If the Buyer finds any defect, fault or other circumstance regarding faulty work or operation of the Subject of the Contract, the use of the Subject of the Contract shall be discontinued until the Guarantor confirms removal of the Defect, or otherwise the warranty is lost for the entire Subject of the Contract.
- 3.2** The Buyer shall be obliged to inform the Guarantor of finding a Defect no later than within 2 working days from its finding (Monday - Friday excluding public holidays that are statutory non-working days from 7:00 a.m. to 03:00 p.m., "Working days"), describing the circumstances of its finding. The Guarantor is obliged to confirm receipt of the report, provided that he receives the report during working days and in the way referred to in the preceding sentence.
- 3.3** The defect reporting is deemed effective and binding for the Guarantor, if the report is sent to the e-mail address: serwis@dualsystem.com.pl or fax number: +48 68 323 13 68. The day of receipt of the report shall be considered only this day on which the Guarantor has confirmed its receipt, or when the Buyer receives a clear confirmation of delivery of the report in the manner not requiring any action of the Guarantor.
- 3.4** Any information, notifications and declarations stipulated in this document shall be delivered only in the form provided for in par. 3 above, otherwise they are null and void.



Article 4. Warranty repair

- 4.1** The Guarantor is obliged to ensure that the service's response time to received notification shall be no longer than 3 working days from confirming the receipt of information of a Defect.
- 4.2** The Guarantor should proceed to remove a Defect within a period not exceeding 7 working days from confirmation of the report's receipt. Proceeding with a defect removal shall be deemed any activity aimed to find a defect or determine its scope or reason, including by the following means: requesting the Buyer for provision of all necessary information, such as: the circumstances of finding a defect, its possible reasons, conditions and the way of current operation and the signs related to finding and making an attempt of diagnosis.
- 4.3** The Guarantor is obliged to notify the Buyer of preliminary qualifying a report as a:
- 1)** Removable defect under provided warranty;
 - 2)** Other fault (defect) not subject to removal under provided warranty with detailed description of the reasons. In this case, the rules and dates of the defect removal will be agreed through separate negotiations. The preliminary report qualifying as a Defect does not exclude the change of this qualification at the further stage.
- 4.4** In case of finding a Defect, the removal of which does not require replacement of a component or subassembly or mechanical interference or any servicing activities in the place of operation, the Guarantor shall remove it, at its own discretion, in the place of foundation or in the Guarantor's seat. The period of such defect removal shall not be longer than 14 working days from completing activities necessary for determining the reason for occurring the Defect and the method of its elimination, whereas it shall not exceed 30 working days from the receipt of a report.
- 4.5** In case of a Defect different than the one referred to in par. 4, the Guarantor shall determine a technically reasonable time-limit for its removal, including also the time necessary to obtain a component that shall be replaced. The time of such Defect removal shall be no longer than 14 working days. The time of waiting for receipt of the component that shall be replaced shall not be added to the time of defect removal, provided that the Guarantor places an order for a spare part no later than within 3 working days from deciding that its replacement is absolutely necessary.
- 4.6** If the Guarantor fails to remove the defect within agreed period of time, the Buyer shall be entitled to appoint another 7-day time limit for the Guarantor and, after its ineffective expiry, to use the services of another entity upon prior notifying the Guarantor of his/her decision, providing the details of such entity. The removal of the Defect shall be deemed completed under the warranty and at the expense of the Guarantor only when the entity selected by the Buyer cooperates closely with the Guarantor at each stage of the Defect removal.
- 4.7** If the Defect is removed by another entity or if any activities involving interference in the Subject of the Contract with violation of par. 6 are initiated, the Guarantor's liability discontinues as for the entire Subject of the Contract.
- 4.8** Each warranty repair shall be recorded by a written protocol, whose content should include: the date of report, date of report receipt confirmation, description of a Defect, any remarks regarding compliance with terms and conditions of the warranty or their breach, remote diagnostics, direct diagnostics, the scope of activities performed, working time of each person, the cost of spare parts.



Article 4. Warranty repair continued

- 4.9** 4.9 The time of warranty period shall be extended on a case-by-case basis by the time of a Defect removal as regards a component specified in a report.
- 4.10** Spare parts and original technical solutions (technological) may be replaced or changed with other ones in cases when their replacement is justified due to newer solutions resulting from technological advance. In such event, functional or usability features of the Subject of the Contract will remain at the level not lower than solutions or parts which were originally applied.

Article 5. Exclusions

- 4.9** The granted warranty is the only grounds for the Buyer to claim from Seller removal of any defects of the Subject of the Contract.
- 4.10** Irrespective of the Buyer's requirement to meet all obligations specified in these terms and conditions, the Defects caused at the Buyer's fault shall not be covered by the warranty, including but not limited to, any mechanical damages or operational errors, in particular, resulting from:
- 1)** using the Subject of the Contract contrary to its intended use or recommendations of the Guarantor or the persons who do not have sufficient training or expertise;
 - 2)** faulty operation of infrastructure, connected media, supplied energy (including gases or electric energy) or faulty operation of other ancillary devices;
 - 3)** alterations, modifications or technical interferences in the Subject of the Contract in any scope without participation of the Guarantor;
 - 4)** finding out that there was any interference of third parties in the Subject of the Contract, which exceeded beyond the scope of ordinary use in compliance with its intended use;
 - 5)** the use of improper materials or components, as well as self-installation of the parts that wear and tear from to time against recommendations of the Guarantor;
 - 6)** improper maintenance or use;
 - 7)** exceeding the permissible standards or loads;
 - 8)** interference in the structure (integrity) of the installation or the place of foundation (bed) or moving the Subject of the Contract from the place of original installation without consultation with the Guarantor or against his recommendations;
 - 9)** self-changing the place of foundation or the structure of bed without consultation with the Guarantor or against his recommendations;
 - 10)** mechanical damages.



Article 5. Exclusions continued

- 5.3** The Guarantor shall be not held liable for any damages to any materials, components or elements used or applied by the Buyer in the production process with the use of the Subject of the Contract.
- 5.4** The Guarantor shall be not held liable for any damages, losses or lost benefits incurred in the production process with the use of the Subject of the Contract, including these caused by its malfunction (downtime).
- 5.5** Any liability of the Guarantor towards third parties shall be excluded, as well as any recourse claims of the Buyer, irrespective of the grounds or reasons for such claims.
- 5.6** The warranty shall not cover the parts subject to wear and tear, which occurs during operation, such as: oil, seals, bearings, etc.
- 5.7** During the warranty period, individual subassemblies may have poorer performance or they may wear also when used properly, which is the typical effect of wear and tear of subassemblies. The permissible percentage decline in performance of individual subassemblies does not mean occurrence of a defect.
- 5.8** Insofar as it turns out that a Defect removal under the warranty was done when the Guarantor did not know about the circumstances exempting it from liability in this respect, in particular, if the Buyer has defaulted its duties, the conditions of proper operation or the provisions of the Warranty, or the Guarantor has not been informed of relevant circumstances related to occurrence of the Defect, the Buyer will be obliged to reimburse the costs amounting to three times of the equivalent of performed works and used materials (item VI 2). In such case, irrespective of the payment obligation, the warranty expires for the entire Subject of the Contract. If these circumstances are determined during warranty repair, the Guarantor may refrain from further activities until the conditions of further repair are agreed.
- 5.9** The Buyer shall accept that some parameters and results of the use of the Subject of the Contract may be changed from time to time, which depends on many factors that are entirely beyond the control of the Guarantor, in particular, ones such as: quality of used steel, operational subassemblies, qualifications and skills of operators, etc.



Article 6. Conditions of the warranty duration

- 6.1** During the warranty period, the Customer is obliged to carry out periodical inspections of the Subject of the Contract no later than before the lapse of half a year (or 2800 hours) of work of the Subject of the Contract. (check the level of oil, the condition of bearings and seals).
- 6.2** Unless operating time exceeds 2000 hours, the periodical inspection should be carried out at least once in each year of work, whereby the first year starts from the day of signing a document of issuing the Subject of the Contract.
- 6.3** Only the Guarantor is entitled to make periodical inspections, otherwise the warranty shall expire.
- 6.4** If the periodical inspection shall not be performed due to reasons attributable to the Buyer, in particular, if the Guarantor is not called on to carry out the inspection before the lapse of the dates specified in pars. 1 or 2, the warranty shall expire for the entire Subject of the Contract. If the Buyer delays in any payments for the Guarantor, the Guarantor is entitled to refuse performance of the periodical inspection.
- 6.5** The periodical inspections shall be carried out for a fee, whereby the applicable prices will be used in compliance with a price list of the Guarantor.

Article 7. Fees

- 7.1** The activities carried out under the warranty (during warranty period) shall be provided free of charge.
- 7.2** In the case described in item V par. 8, the payment for the Guarantor before the costs are increased three times shall be calculated on the basis of:
 - 1)** total time of work performed, starting from acceptance of a report at a rate of PLN 80 for a man-hour per person;
 - 2)** the costs of travel calculated as a total of a rate of PLN 1.2/km and PLN 50 for an hour of travel there and return;
 - 3)** the equivalent of used materials, media, components and parts.
- 7.3** After the warranty period, the Guarantor shall be obliged to provide service works, for which the rates specified in the current price list for this type of works and determined in the Guarantor's company, shall apply. The Buyer shall be obliged to receive information of this type of rates at each request.



Article 8. Miscellaneous

- 8.1** The Guarantor shall be obliged to provide the Buyer with continued instructions for proper use of the Subject of the Contract, which cannot be considered as an obligation to hold liability for products that are a final effect.
- 8.2** The Buyer shall be entitled to provide the Guarantor with its current observations and remarks regarding the use of the Subject of the Contract, even if they do not apply to a Defect, as well as to inform of his observations regarding operation of the Subject of the Contract, even if they do not regard the duty of making interference in the Subject of the Contract.
- 8.3** This document of warranty constitutes an integral part of the sales contract and it binds the parties in the way specified herein under the rules which are analogous to the contract.
- 8.4** The expressions written in capital letters have the same meaning as it is attributed to them in the content of this document or in the contract.
- 8.5** The provisions of this document must be read and performed in conjunction with any arrangements regarding the Subject of the Contract, including these included in the contract and its other appendices.

Seller (Guarantor)

Buyer



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