

General Terms and Conditions of Warranty of SEW-EURODRIVE Polska Sp. z o.o.

Company under the business name SEW-EURODRIVE Polska Spółka z ograniczoną odpowiedzialnością (Polish Limited Liability Company), hereinafter referred to as Guarantor provides the Buyer good quality and proper functioning of the machinery / equipment covered by the invoice, according to the standards prescribed for machinery / equipment of this type, with the proviso that it will be used as intended under normal operating conditions described in the manual supplied with the machine / equipment or attached to the invoice of the Guarantor.

§ 1 General Terms and Conditions

- (1) The Seller warrants for a period of 12 months from the date of sale. This time limit runs from the date of issue of an invoice and/or from the date of issue of a bill of consignment on the machinery/equipment sold to the Buyer.
- (2) The liability of the Guarantor under the warranty covers only defects resulting from causes inherent in the sold machine/device.
- (3) The warranty covers the repair of the machine/device or its parts or replacement of the machine/device.
- (4) Repairs to the machine/device or replacements are made by the Guarantor or by a service company agreed with the Guarantor.
- (5) The Buyer shall submit machinery/equipment designed for replacement or repair to the Guarantor, unless the Guarantor agrees to send the service staff to the site where the equipment is located. Shipping costs or the cost of getting a service technician on site shall be borne by the Guarantor.
- (6) On request of the Buyer, the Guarantor may perform the service on site of machine installation. In this case, the Buyer shall bear the costs of travel and stay of the service staff on-site. The Buyer is obliged to provide the Guarantor service staff with appropriate technical facilities and conditions in accordance with Health and Safety rules.

§ 2 Notification of Warranty

- (1) Repair or replacement of machines/equipment within the warranty shall take place after written notification of damage made by the Buyer to the Guarantor.
- (2) The Guarantor is obliged to contact the Buyer within 2 working days after written notification of damage and to arrange how to remove the failure.

§ 3 Warranty procedure

- (1) Repair or replacement of machines/equipment within the warranty is preceded by a preliminary survey of damage. Visual inspection is intended to determine the nature and the cause of damage and the initial classification of the advisability of repair or replacement of the machine/device under warranty. The inspection shall be made by the Guarantor at the premises of the Buyer or on site indicated by him or at the premises of the Guarantor.
- (2) The result of the inspection and classification of damage as the subject of the warranty means that the Guarantor shall proceed to remove the damage.
- (3) Damaged goods must not have damaged type plates and other descriptions that indicate the origin of delivery or production batch which is subject to a complaint.
- (4) If the Guarantor states as a result of visual inspection that damage is not subject to warranty, the cost of the inspection and any related additional costs shall be borne by the Buyer.

§ 4 Exclusion of Warranty

- (1) The warranty shall not cover:
 - 1) any damage caused by improper or careless use of machinery/equipment, excessive overloads, use under inappropriate conditions, in particular related to the effects of chemical substances, temperature and electromechanical interferences,
 - 2) damage caused after machine/device installation due to atmospheric influences, electromagnetic interference and force majeure,
- 3) parts that are subject to natural wear during operation.

§ 5 Termination of Warranty

- (1) The warranty will expire before the date laid down in it, if the Buyer:
 - 1) causes damages,
 - 2) introduces design changes without the consent and knowledge of the Guarantor,
 - 3) employs any other persons or companies than the Guarantor or entities recommended by the Guarantor to perform repair works and replacements of damaged machinery/equipment or parts thereof.

- (2) The Parties may agree that some elements or components may be replaced by the Buyer on his own, without losing the warranty rights. These arrangements should be made by the Parties in writing.

§ 6 Obligations of the Buyer

- (1) The Buyer is obliged:
 - 1) to check at the time of delivery if the machine/device is not mechanically damaged,
 - 2) to advise the Guarantor immediately in writing of the occurrence of a damage, but not later than within 7 days from the date of delivery or in case of an operating device 7 days from the date of failure,
 - 3) to enable the Guarantor to fulfil the obligations arising from the warranty.
- (4) Entitlements under the warranty can be implemented only after the submission of a copy of the invoice by the Buyer.

Łódź, July 2016

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