

**GENERAL WARRANTY CONDITIONS****SELT Sp. z o.o.****§ 1 General provisions**

1. The General Terms and Conditions of Guarantee (hereinafter referred to as the "**GTCs**") define the exclusive terms of guarantee granted by SELT Spółka z ograniczoną odpowiedzialnością with its registered office in Opole, address: ul. Wschodnia 23a, 45-449 Opole, entered in the Register of Entrepreneurs of the National Court Register under the number 0000589791, the Company's registration files are located in the District Court in Opole, VIII Economic Division of the National Court Register, share capital: 64,000,000.00 PLN, REGON: 363154414, NIP: 7543103311, BDO no. 000009177 (hereinafter: "**Guarantor**" or "**SELT**"), for goods sold by SELT to entities conducting business activities (which purchase goods exclusively in the course of business activities of a professional nature, resulting in particular from the subject matter of their business activities, regardless of the data disclosed in the relevant register or records), hereafter referred to as the "**Customer**", covered by the warranty declaration referred to in § 1, paragraph 4 GTC.
2. The GTCG shall form an integral part of all Sales Contracts (hereinafter referred to as the "**Contract**") insofar as a guarantee declaration has been made to the Customer in accordance with § 1, section 4 of the GTCG, unless the Customer and the Guarantor within the scope of this Contract have agreed that individual provisions of the GTCG or the GTCG in their entirety within the scope of this Contract do not apply.
3. By providing a guarantee for the goods sold, the Guarantor ensures that the goods sold are in conformity with the Contract, subject to the provisions of the General Terms and Conditions of Sale of SELT Sp. z o.o. available at [www.selt.com](http://www.selt.com) and the provisions of the GTC; for the avoidance of doubt, the granting of a guarantee by the Guarantor to the Customer does not constitute an assurance that the goods sold under the Agreement are free from defects.
4. The guarantee shall be granted to the customer by issuing an invoice documenting the sale of the goods (hereinafter "**Guarantee Card**").
5. The guarantee granted shall cover the goods sold by the Guarantor on the basis of the Contract, including all component parts of the goods, subject to § 3 of the GTC.

**§ 2 Scope of the guarantee and manner of performance**

1. On the basis of the GTCG, the Guarantor warrants to the Customer that goods covered by the guarantee, which contain a manufacturing defect inherent in the goods, due to which the goods do not function as intended (hereinafter "**Defect**"), will, at the Customer's request, be replaced by the Guarantor with defect-free goods or repaired, subject to the provisions of the GTCG. The choice of the method of fulfilment of the obligations under the Guarantee is at the reasonable discretion of the Guarantor.
2. The Customer shall not be entitled to claim compensation from the Guarantor for any damage caused by manufacturing defects inherent in the goods.
3. The Guarantor shall not be obliged to carry out periodic maintenance, servicing or technical inspections of the goods, in particular cleaning, adjustment, checking of operation, correction of errors in the handling or use of the goods and other activities which are the responsibility of each user of the goods.
4. The warranty rights are vested exclusively in the Customer. The rights under the Guarantee may not be transferred to any entity other than the Customer, and any agreements concluded by the Customer in this respect, without the prior written consent of SELT, shall be null and void.

5. Complaints are submitted via the SELT Electronic Contracting Platform ([www.b2b.selt.com](http://www.b2b.selt.com)).
6. Subsequent correspondence regarding the handling of the complaint takes place via the electronic tools available on the aforementioned Platform.
7. Information on changes in the status of the application, new correspondence and the handling of the complaint is sent to the customer by email to the address indicated when the complaint was made.
8. SELT may agree in writing to a method of submitting and processing a complaint other than the above.
9. In order for the Customer to be able to exercise its rights under the guarantee, the following conditions must be fulfilled together:
  - 1) submission of a complaint by the Customer on the Complaint Form available on the Platform; the complaint must be complete and full;
  - 2) providing the Guarantor with photographic documentation (video) of the claimed goods allowing the Guarantor to verify the Customer's claim,
  - 3) delivery of the goods to the Guarantor at the place specified in § 2 section 11 of the GTC.
10. Non-conformity of the goods listed in § 2, section 1 of the GTCG, disclosed during the warranty period should be notified to the Warrantor immediately, but no later than within seven days from the date of its disclosure, under pain of losing the rights under the warranty.
11. The place of performance of the Guarantor's obligations under § 2(1) of the GTC is the Guarantor's principal place of business (ul. Wschodnia 23a, Opole, Poland).
12. At the request of the Guarantor, the Customer is obliged (at his own expense) to transport the goods covered by the warranty claim to the place specified in § 2, paragraph 11 of the GTC.
13. The Guarantor may consider it appropriate to perform the obligations under § 2 paragraph 1 GTC at the place of installation of the goods, which requires the prior written consent of the Guarantor.
14. The customer, when delivering the goods to the place specified in § 2, paragraph 11 of the GTC, is obliged to ensure that the goods are adequately packed and protected and to use SELT's claim labels. If SELT sends the goods in packaging without a claim label, the goods shall be returned at the sender's expense and the claim shall be deemed to require completion. Destruction or damage to the goods resulting from inadequate packaging or protection shall be borne solely by the customer.
15. Upon agreement with SELT, it is possible to hand over the claimed goods by means of SELT transport. In this case, the customer is required to issue a CMR document (3 pieces) - a document that is generated together with the label and is necessary for SELT to accept the claimed goods for transport.
16. SELT declares (part of the guarantee declaration) that the time limit for processing the claim is 30 days, starting from the day on which the claimed goods are delivered to the place specified in § 2 paragraph 11 of the GTCG and all information, photos or films necessary for processing the claim are provided, and if the processing of the claim requires the preparation of e.g. an opinion or a technical analysis, this time limit is extended by the time required for the preparation of this document.
17. In the event that only a component part of the goods is defective and is detachable from the goods, the Customer's rights under this Guarantee are limited only to the defective part of the goods.
18. If it is not possible to replace the goods or their components with the same type (e.g. due to lack of goods in the Guarantor's commercial offer), and the Guarantor, in fulfilment of the obligation specified in § 2 section 1 of the GTCG, decides to replace the goods or their component parts with another type with the most similar technical parameters. Such action shall be deemed to be the fulfilment of the Guarantor's obligations referred to in § 2 section 1 of the GTCG.
19. The defective goods or the part thereof replaced under the Guarantee shall become the property of the Guarantor on the date of replacement.

20. The Guarantor shall not bear the costs of dismantling and reassembling the goods, or any other costs directly or indirectly related to the assembly or dismantling of the goods covered by the Guarantee.
21. The warranty period for the goods offered by the Guarantor is 2 years from the date of delivery of the goods subject to the specific provisions contained in the Technical and Operational Documentation, and shall not be extended for any reason whatsoever, unless expressly agreed by the parties in writing.

### **§ 3 Exclusions of the goods guarantee**

#### **A. General warranty exclusions**

1. In relation to the wording of § 2 paragraph 1 of the GTC, the Guarantor's liability under the guarantee provided in particular does not cover defects in the goods or their components which have arisen due to:
  - 1) or during transport, loading, unloading, assembly or commissioning of the goods,
  - 2) improper storage, use or application of the goods, in particular contrary to in accordance with safety standards, the Technical and Operational Documentation and other recommendations of the Guarantor for the goods covered by the order available at [www.selt.com](http://www.selt.com),
  - 3) external influences, in particular fire, lightning, excessive wind, water, salt, acids, weather conditions abnormal in the area,
  - 4) mechanical damage to goods,
  - 5) make alterations to the goods, unless the alterations to the goods were made by the Guarantor, at the Guarantor's request or with the Guarantor's consent in writing on pain of nullity,
  - 6) use or application of the goods despite perceived defects,
  - 7) normal wear and tear of parts of the goods and consumables of the goods, such as seals, screws, lubricants, etc,
  - 8) repair or adjustment of the goods by an entity other than the Guarantor or an entity indicated by the Guarantor.
2. The warranty does not cover minor inconsistencies of the technical parameters of the goods specified in the in the accepted order with the technical parameters of the sold goods, provided that the sold goods are in accordance with the Construction-Design Documentation and the Technical-Exploitation Documentation appropriate for these goods.
3. The warranty does not cover goods or parts thereof which, on the basis of the documents submitted and their characteristics cannot be identified as goods or parts thereof purchased from the Guarantor or their date of manufacture.
4. The customer is obliged to collect from the Guarantor the technical and operating documentation (DTE) in electronic form relating to the purchased goods and to hand it over to the final user, as well as to properly train the user in the handling of the purchased goods, including their operation and service.

#### **B. Specific warranty exclusions**

In relation to the content of § 2, section 1 of the GTC, the Guarantor's liability under the guarantee also specifically excludes defects of particular types of goods or their components, which are indicated as acceptable in the Technical and Operating Documentation enclosed with the product and available at the Guarantor's sales representative, as well as in the production documentation.

#### § 4 Final provisions

1. The parties shall endeavour to settle amicably any disputes arising from the concluded Agreements. If a dispute cannot be resolved amicably, it shall be submitted for settlement to the competent court in Opole (competent court due to the seat of SELT). For the avoidance of doubt, the above does not constitute an arbitration clause.
2. All Contracts, including the Guarantee, are subject exclusively to Polish law.
3. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, drawn up in Vienna on 11 April 1980, as well as the Convention on the Limitation Period for the International Sale of Goods, drawn up in New York on 14 June 1974, shall be excluded by the guarantor and the customer in their mutual relations. on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980, and the Convention on the Limitation Period in the International Sale of Goods, done at New York on 14 June 1974.
4. All deliveries in connection with the execution of the concluded Agreement, including the Guarantee, shall be made to the Customer's address as stated in the content of the order placed or at the time of ordering. The Customer undertakes to inform us in writing of any changes to his or her address. If the Customer fails to do so, any correspondence sent to the Customer at the address indicated in the order shall be deemed to have been effectively delivered.
5. In all matters not regulated by the Agreement or the GTC, the relevant provisions of Polish law, in particular the provisions of the Civil Code and the Commercial Companies Code, shall apply.
6. The GTCs apply mutatis mutandis to the services provided by SELT, including the works performed.
7. Should any provisions of the concluded Agreement or the GTC prove to be invalid, including as a result of statutory changes, this shall not affect the validity of the remaining provisions thereof.