

## The general warranty terms and conditions of Filtrowent International 2021

The general warranty terms and conditions (later referred to as The Warranty) of Filtrowent International Sp. z o.o. Sp. k. (referred to as the Supplier) apply to devices available in the Supplier's offer which were sold, delivered or installed on the basis of orders or contracts with a customer (later referred to as Customer or User) and are binding with no exemption, unless the provisions of a given contract state otherwise.

### I. The general warranty terms and conditions for new devices and products

1. The Supplier ensures that the devices and/or products have been manufactured and checked upon with full diligence and are free from defects.
2. The warranty is granted on the devices and/or products installed in accordance to the Supplier's requirements and used accordingly with their intended purpose and the user's guide including daily functioning and maintenance.
3. The warranty is granted for the period of 12 months from the date of handing the product over to the Customer on conditions provided in the Warranty.
4. The 12 months warranty period is granted to the Customer on condition of performing the recommended maintenance inspections ordered by the Customer at the Supplier's, and performed in accordance to the following schedule:
  - the first maintenance inspection to be performed after 500h working hours but not later than 3 months after the subject of the warranty was handed over to the Customer.
  - every following maintenance inspection is to be conducted after another 1000 working hours, however, not later than 6 months from the date of the previous inspection.
  - the obligation to book maintenance inspections at the Supplier's is on the Customer's side. The tolerance of the maintenance inspection period is +/- 100 working hours in relation to the nominal operation hours record, after which the inspection required by schedule should be performed.
5. The warranty period may be extended by signing an individual maintenance service agreement.
6. Any removable defect, that is detected within the warranty period shall be repaired without any cost, after they are reported to the Supplier (warranty claim). The Warranty covers defects which take place during the warranty period, that is, material defects or faulty technical solutions.

7. Any removable defect shall be repaired within the period of 30 days from the date of the claim receipt. This period of time might be longer due to the reasons beyond the Supplier's control.
8. The warranty claim shall be reported to the Supplier as soon as the defect of a product is acknowledged by the Customer but not longer than 3 days from the moment the defect is noted by the Customer. Any use of the defected product without the Supplier's consent results in the warranty being waved.
9. The warranty repair means specialist repairing or replacing activities of the defected component, with exclusion of the activities included in the user's guide that are within the scope of standard operational service of the device.
10. The way of compensation to the warranty claim is at Supplier's own discretion.
11. The repairs within the warranty take place at the address given by the Supplier in the claim form. The cost of delivery and dismantling of the defected device/product is on the Customer's side. In case there is need to repair a defected device/product in the place of its installation, the travel costs of the servicing team together with the costs of renting specialist vehicles such as fork lifts or cranes, are on the side of the Customer.
12. The Customer is obliged to ensure that the Supplier is given enough time and opportunity to remove the defects. If the Customer, denies it to the Supplier, the Supplier is free from any liability for the defect(s).
13. An eventual necessity to replace the defected product or a component for a new one instead of repairing the existing one shall be the decision of the Supplier.
14. In case the claim is accepted and a decision to replace a product or a component has been made, the Customer is obliged to return the product that is the subject of the claim to the Supplier in a complete form, in other case, the Supplier shall charge the Customer with the cost of the missing product or component as well as with the costs of the replacement.
15. In case it is not possible to determine undisputedly the cause of a defect, the Supplier may conduct control testing (or have it conducted) of the claimed products or device or its parts.
16. In case the control testing does not confirm the defect included in the claim filed by the Customer, the costs incurred for the testing by the Supplier, shall be covered by the Customer.
17. In case the Customer does not meet the requirements of the warranty hereby, the Supplier reserves the right to reject the claim.
18. The Supplier does not bear any responsibility for the loss of anticipated profits.
19. The warranty covers all the components of the delivered device and the Supplier shall take the responsibility to eliminate the defects found in the device. However, if the device includes a component that has a separate warranty of other supplier or sub-supplier, then the warranty claim shall be addressed to such other supplier or sub-supplier in accordance to the provisions of that separate warranty.
20. A warranty filed by the Customer shall not exempt the Customer from payment for the purchased device or product within the payment date stated on the invoice.

## II. Spare parts warranty

1. The warranty hereby relates to the spare parts installed in the Supplier's devices or mounted in products repaired by the Supplier's Service team. The Supplier's warranty covers those defects of the spare parts which result from their faulty construction, material defects or improper execution.
2. The warranty for the spare parts installed during the Supplier's service activities shall be granted for the period of 12 months as of the date of completing the said service activities.
3. The warranty covers those defects only, which occur during the warranty period and it concerns those spare parts and activities that are performed during the Supplier's service activities.
4. The warranty covers those Supplier's devices and spare parts only which are used in accordance with their intended use and which are installed in accordance to the Supplier's instructions, and which are initiated by the Supplier's service team, and are operated in accordance to the User's Manual.
5. The warranty covers those defects only which are qualified by the Supplier's as defects being within the range of the warranty.
6. Within the granted warranty, the Supplier, at his own choice, shall remove the defects or shall deliver spare parts free from defects and install them.
7. The warranty does not cover wear parts (consumables) and parts that are in direct contact with the transported media (waste material) inside the devices or components, these are, among others: filter bags and filter cartridges, decompressive panels, rubber parts, sealants, rubber blades and rotors of rotary valves, transmission belts, bearings, rotors of extraction fans, chain wheels, chains, bends, elastic hoses etc.

## III. Warranty of high quality of the wearing parts

1. The Supplier guarantees that the wearing parts are made with diligence and are high quality products, among these are: filter bags and filter cartridges, decompression panels, rubber parts, sealants, rubber blades and rotors of the rotary valves, transmission belts, bearings, rotors of extraction fans, chain wheels, chains, bends, elastic hoses etc.
2. The warranty covers only defects revealed at the time of purchase of new and original wearing parts.
3. The warranty does not cover wearing parts which are already in use.
4. The warranty does not cover damages which happen during installation unless the installation is performed by the Supplier's installers.

#### IV. Service works warranty

1. The Supplier gives a 3 month warranty period for the services performed within the preventive inspections, maintenance inspections, warranty repairs and post-warranty repairs as well as failure removals.
2. The warranty covers those services performed by Supplier which were performed without the adequate diligence and, in effect, unable the Customer to operate the devices.
3. The Supplier shall organise additional repair in the nearest available term, within the warranty scope.
4. The services warranty covers only those failures which result directly from the services performed earlier by the Supplier.
5. The Supplier shall not bear any responsibility for any harm or damage of the third parties, or their material property or any loss of revenue etc.

#### V. Warranty exemptions and reservations

1. In case any of the below mentioned reservations and exemptions are not kept and followed by, the warranty is rendered void.
2. The warranty is granted on the provision that the device and/or product is operated and used in accordance with the parameters prescribed for that device and/or product.
3. The Supplier reserves the tolerance of  $\pm 5\%$  for the following parameters: air flow velocity, volume streams and other provided parameters for the supplied products and/or devices.
4. The warranty is granted on the provision that the supplied devices and products are operated in accordance to the Supplier's instructions, and the recommended maintenance inspections and servicing are performed on time and by the Supplier's service only.
5. Any maintenance inspections and servicing shall be performed by the Supplier, otherwise the warranty is rendered void.
6. In case the Customer uses spare parts that are provided by other supplier than the original parts without the Supplier's prior written consent, the warranty is rendered void.
7. Any damages caused by the use of aggressive substances or gases which were not included in the entry data sheet nor reported to the Supplier prior the order placing or at the offering stage, shall not be covered by the warranty.
8. The warranty does not cover the following damages:

- damages caused by force majeure such as fire, flooding, lightning strike or any other natural disaster, improper main power supply or unexpected accident or a damage not caused by the Supplier, including chemical, mechanical and electric damages.
  - damages caused by repairs, attempts of repair or maintenance activities performed by unauthorized personnel (by the Customer or a final user or other unauthorized persons) as well as by any changes or alterations in the construction of the devices/products done by unauthorized persons.
  - mechanical damages of the filter material (media) and of other elements caused by improper use and damages caused by sparkle and/or fire
  - mechanical damages of the coating layer such as small abrasions near bolts holes (caused by tightening and undoing bolts/screws/nuts), abrasions on ladder and platform or railing which might happen due to improper use.
  - damages caused by aggressive substances or gases that were not reported to the Supplier prior the order placing by the Customer or at offering stage
  - damages in the coating and damages of other elements of the devices or products which result from higher temperature than provided by the Buyer prior the order placing
  - small colour differences in the coating which result from acceptable tolerances for RAL range of colours, and differences in the shades of galvanized surfaces
  - other damages to the coating resulting from improper use or use that is not in accordance with the intended purpose of the product/device, or due to the higher than standard corrosive environment not mentioned by the Customer
  - damages caused intentionally or due to negligence, natural disasters or other damaging factors beyond the control of the Supplier
9. Any wilful use of devices and/or products without the signed Handover Protocol of the subject of the agreement renders the warranty.
10. The periodical maintenance inspections shall be performed not less frequently than once a year by the Supplier's authorized servicing team.
11. Any matters not covered by this warranty shall be governed by the general provisions of the Civil Code.

## VI. Service works price list\*<sup>1)</sup>

I	List of maintenance, warranty and post-warranty services	Net price /basic rate/	Net price /weekend rate/
1	Service of works provided by the service team	240 PLN/h/person* <sup>2)</sup>	480 PLN/h/person* <sup>2)</sup>
2	The service team time of travel	50 PLN/h/person* <sup>2)</sup>	100 PLN/h/person* <sup>2)</sup>
3	Service of works provided by an electrician/automation engineer	290 PLN/h/person * <sup>2)</sup>	580 PLN/h/person* <sup>2)</sup>
4	The electrician/automation engineer time of travel	50 PLN/h/person	100 PLN/h/person
5	Travel costs (both ways included) - number of km per car	5,00 PLN/km	5,00 PLN/km
6	Additional costs - accommodation* <sup>3)</sup>	300 PLN/person	300 PLN/person

II	Extended warranty* <sup>4)</sup>	NET price
1	Remote service* <sup>5)</sup>	450 PLN/h
2	Express reaction time – 48h* <sup>6)</sup>	Prices included in chapter No I, net prices/weekend rates/
3	Technical support – subscription* <sup>7)</sup>	Individual pricing

III	Other costs	Net price
1	Materials and spare parts used	According to the price list

\*<sup>1)</sup> Prices are valid as of 07.10.2021 till 31.12.2022.

\*<sup>2)</sup> The price may be higher by the cost of the business expenses of the delegated employee.

\*<sup>3)</sup> The price may be included in the original service offer. In case the original service offer does not include the accommodation costs, and the servicing works take longer than estimated in the offer - because of some additional works - and accommodation of the servicing team is needed, the Supplier shall issue an additional invoice with these costs included, in accordance to the above price list.

\*<sup>4)</sup> The extended warranty is a standard product offered by the Supplier and the Customer is entitled to it at any time of the warranty period and after the warranty period providing the provisions of this warranty are kept.

\*<sup>5)</sup> The remote servicing includes among others: technical consultation aiming at implementing programming changes, quick help in situations when failure occurs etc.

\*<sup>6)</sup> The Express reaction time relates to a visit of the Supplier's service worker(s) at the Customer's location which takes place within 48 hrs from the receipt of such request by the Supplier. The Express reaction time is not tantamount to an instantaneous removal of the failure or a problem at the Customer's place. All activities and conditions which are within the warranty period shall be performed in accordance to the Warranty General Terms and Conditions.

\*<sup>7)</sup> Concerns additional and individual agreement on service works.

#### Other information:

- If an earlier offer does not state otherwise, the final cost for the service works is calculated after the service work(s) is completed and the actual working hours, together with the distance travelled and the spare parts and materials used are summarized.
- The prices given above exclude VAT.

- In case the servicing team have to wait for the machine to be available to them to perform the servicing works, each hour is counted as a working hour of the servicing team and shall be invoiced as such.
- The working time shall be rounded up to every commenced half hour (excluding remote servicing).
- The Customer shall control the work performed by the Supplier's servicing team unless otherwise agreed.
- The Supplier's service team shall replace the Supplier's spare parts and materials only. Other parts and materials not provided by the Supplier shall not be replaced by the Supplier's service team.
- The Supplier grants warranty on the performed service works and delivered spare parts, with exclusion of wearable parts, on general terms included in the Warranty. Some spare parts have longer warranty period time than others - information of this is included in offers.
- The Customer is obliged to accept the performed works as soon as the Supplier informs about their completion. At the same time, the Customer is obliged to provide all necessary equipment, materials and persons that are authorized to control the works done and do the necessary testing and sign the hand over protocol.