



## **WARRANTY TERMS AND CONDITIONS**

### **for motor boat and yacht accessories and tanks**

#### **made of acid-resistant steel and aluminium**

KOTNIZ Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa with its registered office in Poland, Białystok - Zaścianki 15-521, ul. Usługowa 7, hereinafter referred to as the Manufacturer, warrants the products manufactured by it for the period of:

- 2 years for motor boat and yacht accessories made of stainless steel and aluminium.
- 1 year for motor boat and yacht tanks made of acid-resistant steel and aluminium.

The warranty period starts from the date of taking-over the product by the Buyer.

#### **Scope of the guarantee: entities entitled to this warranty and territorial range.**

The warranty is provided by the Manufacturer to the direct buyer (who is not a consumer within the meaning of Polish law) of the goods produced by it, unless otherwise stipulated in the contract concluded between the parties. The Buyer is not entitled to transfer the warranty rights to other entities without the written consent of the Manufacturer. The warranty is provided under the conditions set out in this document only to entities that are not consumers or are entrepreneurs in accordance with the provisions of Polish law. This document does not apply to the consumers.

The guarantee is not territorially limited and applies only to damages caused by product being the subject of the contract. Any repair of the products will be carried out by the Manufacturer only and at its sole discretion: at the Manufacturer's premises or at the place of Manufacturer's delivery at the time of its purchase. In order to proceed warranty claims, the Buyer must, at his own expense, deliver the product being subject of complaint to the Manufacturer's premises or to the place where the Manufacturer has delivered the product when it was purchased by the Buyer.

#### **Product acceptance.**

The Buyer shall check product quantity and quality (in terms of apparent defects) during their acceptance in the warehouse or before their unloading. Apparent defects are discrepancies in dimensions, colours, shapes, and mechanical damages such as scratches, cracks, shortages as well as all other visible defects and product failures.

Acceptance of the goods by the Buyer and confirmation of it on the acceptance document means that the goods or their batch was handed over in the amount included in the acceptance document and has no apparent defects. After signing of the acceptance document by the Buyer, complaints about apparent defects and the quantity of delivered products will be rejected.

The manufacturer removes defects and faults produced by him, provided that it receives a complaint in accordance with the conditions indicated in this document.

### **Raising claims under warranty.**

A complaint may only be lodged by the Buyer who purchased the product directly from the Manufacturer.

Complaints shall be submitted in writing directly, by post, by fax or by e-mail. The receipt of the complaint shall be confirmed by the Manufacturer immediately after its receipt. The moment of Manufacturer's confirmation shall be considered as the moment of its submission.

The complaint shall contain a copy of the invoice or other purchase document for the goods complained, indicate details of the order under which the goods were delivered (order date and number), details of the delivery (number and date of the delivery document).

The complaint must indicate also: the buyer, his address and contact phone number, address of the place where the products complained are stored, the basis on which the goods were purchased, invoice number, order number, order completion date, exact description of the product to which the complaint relates, exact description of a failure or defect to which the complaint relates.

If the place of receipt of the claimed product from the Manufacturer in connection with the purchase was outside the borders of Poland, the complainant shall, if possible, indicate the cost of defect or failure repairing in the place where the claimed product is stored using local contractors ensuring the proper quality of the performed repairs.

The complained product shall be sent to the Manufacturer's address, paying the cost of shipping. If the Manufacturer does not request the shipment of the complained product to its registered office, the product must be ready for repair at the Manufacturer's delivery place at the time of purchase.

The Manufacturer is entitled to request delivery of photographs showing in details the product defects as well as the defective products themselves to its registered office at the expense of the claimant, otherwise complaint will be refused.

### **Rules for the warranty claim procedure.**

The Manufacturer shall consider a claim within the time limit needed for the physical examination of the product to which the complaint relates. The complaint will be considered within no more than 14 days from the date of receipt of the complaint and in the event of a request for product delivery to the Manufacturer's headquarters or photographs showing the defect, 14 days from the date of their delivery. This period may be extended by the Manufacturer, of which the purchaser shall be notified.

The Manufacturer shall correct defects within time limit needed to determine the causes and to order and to provide the necessary spare parts for the repair of the claimed product and, if necessary, to send service team to the product delivery place. Repairing time may also depend on the product delivery time to the Manufacturer.

The Manufacturer shall consider complaints based on Technical Approvals, company's standards, element designs and provisions of the contract concluded with the Buyer.

The customer, who is not a consumer in accordance with the provisions of Polish law, shall cover the costs of service, shipment of products to and from the Manufacturer and of actions taken by the Manufacturer as a result of lodging a complaint in the event of an unjustified complaint.

During the warranty period, the Manufacturer shall correct, free of charge, any workmanship and material defects.

The Manufacturer is obliged to repair defective products or exchange for products free from defects.

The Buyer's warranty claims may be exercised by payment by the Manufacturer to the Buyer costs of defect or failure correction indicated by the Buyer in the notification, valid in the place where the claimed product is stored, by local contractors ensuring the proper quality of the performed repairs. By paying the above mentioned amount, the Manufacturer is not liable for the reported defect or failure. Upon payment of the above amount, the Buyer may not request the removal of the defect or failure in any other way. The time of payment shall be deemed to be the time at which the Manufacturer places the order for the transfer of the quota or otherwise settles the claim. The complaint concerning the same product and the same defect is not allowed. The Manufacturer is not responsible for the proper execution and effectiveness of the repair performed by the local contractor chosen by the Buyer.

With the consent of the complainant, the complaint may be settled by reducing the price of the goods by the amount agreed by the parties, provided that the Manufacturer is making such proposal.

Method of claims settling and removing defects remains at the sole discretion of the manufacturer.

Under the warranty, the Manufacturer is solely responsible for correction defects in the goods at the time of sale and is only obliged to correct them by repair or replacement. The Manufacturer shall not be liable for any other costs, expenses or losses related to defected goods, unless they have been agreed with the Manufacturer.

#### **Disclaimer of warranty.**

The warranty for installation is provided by the company installing the product. The Manufacturer is not responsible for defects resulting from the installation of the product.

The warranty does not cover defects and negligible damage to the product, which do not reduce its usability, e.g. convex welds, unpolished internal and hidden surface layers, etc.

Structures exposed to external factors such as: fire, various types of chemicals, extremely

high or low temperatures causing their damage will not be covered by warranty, unless they have been designed and manufactured for use under exposure to such factors.

Damages resulting from abnormal weather conditions, natural disasters and random events are not covered by the warranty.

The warranty does not include:

- Damages resulting after acceptance of the purchased goods for reasons not related to structural, material or workmanship defects.
- Defects in relation resulting from modifications or structural changes, unless they have been made by the Manufacturer.
- Defects, failures and damages resulting from improper installation, storage after purchase, use or improper maintenance.
- Defects and failures resulting from improper design of products or improper materials (or combinations of materials) used for production, if the products have been made according to designs, suggestions or guidelines presented by the Buyer, for which the Manufacturer is not responsible.
- Maintenance operations.

In matters not covered by these warranty conditions, the provisions of the Polish Civil Code and other legal provisions in force in the Republic of Poland shall apply.