

1. Scope of Application

- 1.1. The General Terms and Conditions (hereinafter GTC) constitute an integral part of sales agreements and related service rendering agreements, concluded between PPHU Larisa and purchasers of products offered by PPHU Larisa, unless agreements or offers of PPHU Larisa or orders accepted by PPHU Larisa stipulate otherwise. Terms used in the reminder of these GTC are defined as
 - 1.1.1. "Warrantor" – Przedsiębiorstwo Produkcyjno-Handlowo-Uslugowe „Larisa” Arkadiusz Polanowski, address: ul. Spokojna 58A, 87-800 Wloclawek, NIP (VAT): 888-23-29-231.
 - 1.1.2. "Purchaser" or "Customer" – a partner purchasing products or services from the Warrantor. These GTC apply only to partners (entrepreneurs under art. 43 of the code of civil procedure) who are not consumers as defined in art. 22 of the Civil Code.
 - 1.1.3. "Parties" – Warrantor and Purchaser/Customer.
 - 1.1.4. "Product" – products, goods and services constituting the object of statutory business of the Warrantor, and in the above extent, subject to warranty in the territory of Poland, or outside the territory of Poland if stipulated by agreements or offers of the Warrantor or orders accepted by the Warrantor.
 - 1.1.5. "Carrier" – a courier, transport or forwarding company.
 - 1.1.6. "Warehouse" – the warehouse of the Warrantor.
 - 1.1.7. "Serial Number" – every product or piece of goods sold by the Warrantor has a unique identifier for the given model.
 - 1.1.8. "Serial Defect" – in the event that a defect occurs in more than 30% of the number of delivered Products of the given model.
- 1.2. Under these GTC, the Warrantor grants the Purchaser a warranty for all Products they sell, guarantees proper functioning of the offered Products, provided they are transported, installed and operated as intended and in accordance with the operating conditions specified in Product documentation.
- 1.3. Direct warranty claims against the Warrantor may only be filed by Purchasers that purchased the product from the Warrantor. In other cases, file warranty claims in the location where the Product was purchased.
- 1.4. Pursuant to art. 558 § 1 of the Civil Code, statutory warranty for the Product is excluded.

2. Warranty Duration

- 2.1. The duration of the warranty for Products offered by the Warrantor is counted from the date of sale and lasts, unless agreed otherwise, 12 months.
- 2.2. The Warrantor also grants the Customer a warranty for the stated duration based on VAT invoices or receipts that prove Produce sales.

3. Scope of Warranty

- 3.1. The Warrantor grants the Purchaser a warranty for all Products they sell, guarantees proper functioning of the offered Products, provided they are transported, installed and operated as intended and in accordance with the operating conditions specified in their documentation.
- 3.2. For the duration of the Warranty, the Warrantor shall be obligated to provide spare parts or repair defective Products free of charge when they are delivered to the Warrantor's office by the Customer. If the Warrantor decides that repairing the Product is impossible or that repair costs are incommensurately high compared to the price of a new device, they shall be obligated to replace the Product with one free of defects.
- 3.3. Under the Warranty, the Purchaser or third parties shall not be entitled to any damages claims against the Warrantor for damage resulting from Product failures. The only duty of the Warrantor under this Warranty shall be to provide spare parts or repair or replacement of the Product with one free of defects, in accordance with the terms and conditions of this Warranty.
- 3.4. The Warrantor shall be liable to the Purchaser exclusively for physical defects resulting from causes inherent to the Product sold. The Warranty shall not cover defects resulting from other causes, in particular:
 - 3.4.1. external factors: mechanical, thermal or chemical damage, flooding, excessive fouling, etc.
 - 3.4.2. installing and using the Product not as intended and specified in the OMM.
 - 3.4.3. using the Product under conditions inconsistent with those listed in the Product specification and/or OMM (e.g. max/min operating temperature, flooding, dust, explosion hazard zones, aggressive environment, strong magnetic fields, vibrations, overloads, high loads, etc.).
 - 3.4.4. design errors in the installations, incorrect Product selection.
 - 3.4.5. connecting the Product by people without the necessary licence, connecting the Product in a manner inconsistent with the electric diagram, powering the Product with voltage other than stated in the Product Specification and/or OMM.
 - 3.4.6. using the product not as intended and/or not in accordance with good engineering practices.
 - 3.4.7. lack of Product protections meeting the requirements of the product OMM and/or specification of its protections and/or storage.
 - 3.4.8. incorrect Product installation, maintenance, storage or transport.
 - 3.4.9. Product damage resulting from the use of parts that are non-original or inconsistent with the recommendations of the accessory or material manufacturer.
 - 3.4.10. damage resulting from fortuitous events, force majeure (fire, flood, atmospheric discharge, etc.).
 - 3.4.11. defective functioning of other installations (e.g. electric, heating, etc.) and/or equipment affecting Product functioning (e.g. inverters, transmitters, humidifiers, condensers, heaters, etc.).

- 3.5. The Warranty shall not cover parts subject to normal wear and tear, as well as parts and consumables, such as: filters, light bulbs, fuses, batteries, v-belts, lubricants, oils, coolants, linings, mats, etc.
- 3.6. The Warranty shall not cover Products that, based on the documents and characteristics presented, cannot be identified as Products purchased from the Warrantor, and/or Products that do not have the Warrantor's rating plate.
- 3.7. The Warranty shall cover Products purchased from the Warrantor or in their sales network, subject to the Purchaser making a timely payment for the Products. If there is a default in payment for the Product, the warranty procedure shall be suspended until the payment is made in full.

4. Loss of Warranty

- 4.1. The Purchaser shall lose their rights under the Product Warranty if any of the following are discovered:
 - 4.1.1. any modification to the Product,
 - 4.1.2. tampering with the Product by persons not authorised by the Warrantor,
 - 4.1.3. any attempts to repair the Product, made by persons not authorised by the Warrantor,
 - 4.1.4. reporting defects after the designated date of 7 calendar days from its occurrence,
 - 4.1.5. failure to fulfil the obligation to perform periodic maintenance inspections if they are required, and failure to register them at www.larisa.pl/serwis by the date required for the given Product defined by its Serial Number or service identification number,
 - 4.1.6. defaulting on payments for Products for more than 90 days from the invoice payment date.
- 4.2. If the Warrantor finds that any cause specified in paragraph 4(1) applies, it shall constitute grounds for dismissing Product warranty claims. If a complaint is dismissed, the Product subject to the claim shall be returned to the claimant on their written request, provided that costs of Product shipment "to" and "from" the Warrantor's service department are covered in advance.
- 4.3. Uncollected goods referred to in para. 4(2) shall be automatically disposed of at the Customer's expense after 60 days.

5. Claims and the Warranty Procedure

- 5.1. The basis for accepting complaints for handling shall be joint meeting of the following conditions:
 - 5.1.1. the Purchaser files the claim in writing, optionally by fax or e-mail, using the appropriate form of the Warrantor, and provides the following information: name of goods, model, Serial Number, date of purchase, warranty card no. (if issued), detailed description of the damage and additional information concerning the emergence of Product defects, and photographs of the defective Product. It is also required to register claims through the Warrantor's website www.larisa.pl/serwis; if inspection

- results cannot be registered, the Customer shall be promptly report this fact to the Warrantor by phone and e-mail (contact information at www.larisa.pl).
- 5.1.2. the original invoice or purchase receipt for the Product subject to the complaint is presented.
 - 5.1.3. Product commissioning report is presented, if required by the Product OMM.
 - 5.1.4. the Product subject to the complaint is delivered to the Warrantor's office personally or through a Carrier.
- 5.2. Product defects or damage, discovered within the Warranty Duration, shall be promptly reported to the Warrantor, although no later than 7 days from their discovery.
 - 5.3. Products where defects are discovered shall be immediately taken out of commission under pain of rendering the Warranty null and void.
 - 5.4. The Warrantor undertakes to perform the warranty service within 14 days of the device being delivered to the Warrantor's service department.
 - 5.5. For Products that are unusual, imported, or made to individual order of the Purchaser, in particular Products of specific parameters or properties, which require specialist spare parts to be repaired, the Warrantor reserves the right to extend the date of warranty service rendering by a period necessary to procure and/or manufacture said parts, although no longer than by 90 days.
 - 5.6. Devices shall be sent to the Warrantor's address following prior arrangements, although the costs and risk of shipment shall be borne by the Purchaser. Accepting the Purchaser's warranty claims shall be equivalent to repairing the Product or replacing it with one free of defects, and refunding the costs of shipment borne by the Purchaser, in accordance with the courier fee list applicable to the Warrantor.
 - 5.7. The location of rendering the services referred to in para. 5(6) shall be the Warrantor's office. Proper packing and delivery of the Product to the Warrantor shall be the liability of the Purchaser or Carrier. This liability shall in no way be transferred to the Warrantor.
 - 5.8. Only complete Products, suitable for service verification, free of defects and mechanical damage caused by external factors shall be subject to the warranty procedure.
 - 5.9. If Products are serviced at the location of their installation, the Purchaser shall be obligated to provide unhindered access to the Product and enable the Warrantor to safely perform the servicing procedure in accordance with any and all OHS principles, in particular to ensure the necessary safe and stable elevations (platforms, ladders, scaffolding), proper preparation of the service location (rain protection, snow removal, ice removal, etc.), proper technical capabilities (access to power sources, safety switches, etc.). Otherwise, service department employees shall have the right to refuse to perform servicing works.
 - 5.10. Products sent to the Warrantor's address at their expense and/or sent without the Warrantor's awareness or acceptance shall not be received or shall be received subject to the service procedure not being initiated until the Warrantor is refunded the costs of shipment and storage of Product within a non-negotiable deadline of 14 days.

- 5.11. The Product subject to the complaint shall be properly protected for transport. The risk involved in Product shipment shall rest on the Purchaser. The Warrantor shall not be liable for destruction or damage to the Product during transport, in particular if the Product is improperly packaged or protected by the Purchaser.
- 5.12. The Warrantor shall decide whether the warranty claims are justified, and select the method of handling the accepted warranty claims.
- 5.13. Replaced defective Products shall become property of the Warrantor.
- 5.14. When a defective subassembly is replaced with one free of defects, the warranty duration for this subassembly shall be a continuation of the product warranty duration, although no shorter than 12 months from the date of replacement.
- 5.15. The Warrantor reserves the right to charge the Purchaser with handling costs related to analysing the Product, if the Product subject to the complaint is operable or the damage is not covered by the warranty.
- 5.16. The Warrantor reserves the right to conduct an on-site inspection at the location where the Product subject to the complain is installed.
- 5.17. The Warrantor reserves the right to suspend the warranty procedure if the Purchaser defaults on invoice payments for longer than 7 days.
- 5.18. If a Product is repaired, the warranty duration shall be extended by the period of Product inoperability. If a Product is replaced with a new one, the Product shall be covered by a new warranty with a statutory duration, counted from the date of Product delivery.
- 5.19. The Warrantor shall not be obligated to upgrade or modify existing products if their new versions are marketed. However, the Warrantor may demand that updates or upgrades are performed, and in such a case, the Customer shall be obligate to make the Product available to the Warrantor and to ensure that relevant upgrades or updates can be performed.
- 5.20. These GTC exclude the Warrantor's liability under statutory warranty for defects, although this exclusion shall not apply to Purchasers who are Consumers as defined by the Code of Civil Procedure.
- 5.21. In matters not regulated by these terms and conditions, provisions of the Code of Civil Procedure shall apply.
- 5.22. If a serial defect is reported, the Customer shall have the right to demand servicing of the entire shipment of the given model.
- 5.23. When receiving a Product from the Warrantor, the Customer shall have the duty to report any damage, scratches, cracks, etc. and record such facts in the reception protocol. Any such claims after receiving the Product shall not be accepted as liability of the Warrantor.