

1. Scope of application.

These General Terms and Conditions for Warranties (hereinafter: the General Terms and Conditions) shall constitute an integral part of sales agreement(s) and related service agreements between PPHU Larisa and purchasers of the Products offered by PPHU Larisa, unless the contract, offer, or order accepted by PPHU Larisa provides otherwise.

2. Definitions.

The terms used herein shall have the following meanings:

- 2.1. "The Date of Sale" – the date of the Product delivery to the Client.
- 2.2. "The Technical and Maintenance Documentation" – the Technical and Maintenance Documentation provided by the Warrantor together with the Product or group of Products;
- 2.3. "The Warranty" / "the General Terms and Conditions" – these General Terms and Conditions for Warranties.
- 2.4. "The Warrantor" / "PPHU Larisa" – Przedsiębiorstwo Produkcyjno-Handlowo-Ustugowe "Larisa" Arkadiusz Polanowski, address: ul. Spokojna 58A 87-800 Włocławek, NIP [Tax Identification Number]: 888-23-29-231.
- 2.5. "The Buyer" or "the Client" – a contractor that purchases the Products or services from the Warrantor. This General Terms and Conditions shall only apply to the contractors (entrepreneurs pursuant to art. 43 of the Civil Code [Kodeks Cywilny]) not being consumers pursuant to Article 22 of the Civil Code.
- 2.6. "The Product" – products, goods and services being the object of the Warrantor's business activity and covered in this respect by a warranty within the territory of Poland or outside the territory of Poland, if agreements, or Warrantor's offers, or orders accepted by the Warrantor provide so.
- 2.7. "The Carrier" – a courier, transport or forwarding company
- 2.8. "Force Majeure": an external (beyond the control of the Parties or their subcontractors), unpredictable (or almost unpredictable), and unavoidable event. This includes, in particular, events which are the result of nature forces – e.g. floods, large-scale fires, floods, volcanic eruptions, earthquakes or epidemics, pandemics, as well as cases related to unusual collective behaviour - riots, general strikes, military actions, or acts of public authorities – bans on imports and exports, borders and ports blockages, expropriations, or other types of restrictions or regulations.
- 2.9. "The Parties" – the Warrantor and the Buyer / Client.
- 2.10. "The Warehouse" – the Warrantor's warehouse
- 2.11. "The Serial Number" – any product or item sold by the Warrantor has its identifier unique for a given model
- 2.12. "The Defect" – non-conformity of the Product sold under the agreement; in particular, when the Product does not have the characteristics required by a product of this type due to the purpose determined in the agreement or resulting from the circumstances or intended use, or it does not have the properties about which the Warrantor assured the Buyer, including by presentation of a sample or pattern, or is not suitable for the purpose indicated by the Buyer while entering into the agreement with the Warrantor and the Warrantor has not objected to such purpose, or it has been delivered to the Buyer incomplete;
- 2.13. "The Serial Defect" – Defects that have occurred in more than 30% of the delivered Products of a given model.

3. Warranty terms and conditions.

- 3.1. Pursuant to these General Terms and Conditions the Warrantor shall provide the Buyer with a warranty for all the Products sold to the Buyer, ensure their effective operations, provided that they were properly transported, assembled and used in accordance with their intended purpose and operating conditions specified in the Products documentation.

3.2. Only the Buyers who purchased the product directly from the Warrantor shall be entitled to direct warranty claims against the Warrantor. In other cases, the warranty claims shall be submitted at the point of purchase of the Product.

3.3. Pursuant to Article 558(1) of the Civil Code the liability under Product guarantee shall be excluded, to the greatest possible extent.

4. Warranty Period.

4.1. The warranty period for the Products sold by the Warrantor is calculated from the Date of Sale and shall be 12 months, if not agreed otherwise.

4.2. The Warrantor shall provide the Client with the warranty for the specified period upon the VAT invoice or receipt that confirms the sale of the Product.

5. Rights under warranty.

5.1. During the warranty period the Warrantor is obliged to deliver spare parts or repair the defective Product free of charge after it has been delivered by the Client to the Warrantor's main office. If the Warrantor determines that repair of the Product is not possible, or the cost of the Product repair is disproportionately high in relation to the price of the new product, the Warrantor is obliged to replace the Product with the defect-free Product.

5.2. Under the warranty, neither the Buyer nor any third party shall be entitled, to the greatest possible extent, to a claim against the Warrantor for any damage resulting from the failure of the Product. Pursuant to the warranty, the only obligation of the Warrantor is to deliver spare parts, repair or replace the Product with the defect-free Product, in compliance with the terms and conditions of this Warranty.

5.3. The Warrantor shall be liable to the Buyer solely for physical defects caused by reasons attributable to the Product that are latent defects or defects caused by the Producer's fault. The warranty does not cover defects caused by other reasons, in particular as a result of:

5.3.1. external factors, i.e. mechanical, thermal, chemical damage, flooding, excessive soiling, etc.,

5.3.2. installation and use of the Product contrary to its intended purpose specified in the Technical and Maintenance Documentation,

5.3.3. usage of the Product contrary to the Product specification and/or Technical and Maintenance Documentation (e.g. max/ min operating temperature, flooding, dustiness, explosive hazardous zones, aggressive environment, strong magnetic field, vibrations, overload, heavy load, etc.),

5.3.4. installation design failures, incorrect selection of the Product,

5.3.5. connection of the Product by a person without proper authorisations, connection of the product contrary to the wiring diagram, powering the Product with a voltage other than specified in the Product specification and/or the Technical and Maintenance Documentation,

5.3.6. use of the Product contrary to its intended purpose and/or good engineering practice,

5.3.7. failure to comply with the requirements specified in the Technical and Maintenance Documentation and/or specification of the Product security and/or its storage,

5.3.8. improper assembly, maintenance, storage and transport of the Product,

5.3.9. damage to the Product resulting from use of accessories and materials that are non-original or contrary to the manufacturer's recommendations,

5.3.10. damage resulting from fortuitous events, factors recognisable as Force Majeure (including fire, flood, lightning strike, etc.),

5.3.11. defective operation of other installations (e.g. electrical, heating installation, etc.) and/or devices affecting the operation of the Product (e.g. inverters, transmitters, humidifiers, radiators, heaters, etc.).

5.4. The warranty does not cover normal wear and tear of the parts as well as consumable goods, such as filters, bulbs, fuses, batteries, transmission belts, lubricants, oils, refrigerants, claddings, mats, etc.

- 5.5. The warranty does not cover the Product which, upon submitted documents and product characteristics, cannot be identified as the Product purchased from the Warrantor, and/or the Product without the Warrantor's data plate.
- 5.6. The warranty shall cover the Product purchased from the Warrantor or its sales network provided that the Buyer makes a timely payment for the Product. In the event of late payment for the Product, the warranty procedure shall be suspended until the full payment is made.
- 5.7. If a notified defect is not covered by the warranty, the Client covers the repair costs upon the repair price list applied by the Warrantor. In such a case, before any repair at the Client's expense shall be carried out, the Warrantor's representative informs the Client about the amount of the repair costs; the Warrantor shall take further actions only after the Client's consent has been obtained.

6. Loss of Warranty.

- 6.1. The Buyer shall lose the rights under the Product warranty in case of:
 - 6.1.1. any modifications, alterations or structural changes to the Product made by persons unauthorised by the Warrantor or entity not indicated by the Warrantor;
 - 6.1.2. interference in the Product by a person unauthorised by the Warrantor,
 - 6.1.3. any attempt to repair the Product by a person unauthorised by the Warrantor or entity not indicated by the Warrantor,
 - 6.1.4. providing information about the defect later than 7 calendar days from its occurrence,
 - 6.1.5. failure to comply with the obligation to carry out periodic maintenance inspections, if required, and register them at www.larisa.pl/serwis within the required time limit for a given Product defined by its Serial Number or service identifier,
 - 6.1.6. any overdue payments for the Product, exceeding 90 days from the invoice due date,
 - 6.1.7. the Buyer knew about the defect at the time of concluding the agreement or delivery of the Product and did not raise any objections in this respect;
 - 6.1.8. if the Buyer did not inspect the goods in the time and manner accepted for such Products and failed to immediately notify the Warrantor about the defect; and if the defect occurred only later – if such defect has not been notified to the Warrantor immediately after it has been found.
- 6.2. If the Warrantor recognises any of the reasons specified in point 4(1), the Product's complaint will not be accepted under the terms of this Warranty. If the complaint is not accepted, the Product shall be returned to the Buyer upon the Buyer's written request, provided that the costs of the Product transportation "to" and "from" the Warrantor's service centre shall be covered in advance.
- 6.3. The goods referred to in point 6(2) of the General Term and Conditions not collected after 60 days shall be automatically disposed of at the expense and risk of the Client.

7. Notifications and Warranty procedure.

- 7.1. The complaint shall be handled if the following conditions are met:
 - 7.1.1. A written, or made by fax or email, notification of the complaint shall be made by the Buyer on the appropriate Warrantor's form containing at least: the product name, model, Serial Number, date of purchase, warranty certificate number (if issued), detailed description of the damage together with additional information on the occurrence of the Product defects and pictures of the defective Product. It is also required to register the notification on the Warrantor's website available at: www.larisa.pl/serwis; if the maintenance inspection results cannot be registered, the Client should immediately report this fact to the Warrantor by phone and email (contact details available on the Warrantor's website: www.larisa.pl),
 - 7.1.2. presentation of the original purchase invoice or receipt for the faulty Product,
 - 7.1.3. presentation of the device start-up report, if it was required by the Technical and Maintenance Documentation,
 - 7.1.4. delivery of the Product to the Warrantor's main office personally or via the Carrier.

- 7.2. Defects or damages to the Product found during the warranty period should be notified to the Warrantor immediately, however not later than 7 days after they have been found.
- 7.3. The Product where the defect was found should be immediately put out of action under pain of losing the warranty.
- 7.4. The Warrantor shall undertake to perform the warranty service within 14 days from delivery of the device to the Warrantor's service centre. The deadline for removal of the defect may be extended by the time required to import necessary spare parts. The Warrantor shall inform the Client about the extension of the repair deadline. The Warrantor shall not be liable for any damage suffered by the Client in connection with the repair deadline extension that is beyond the Manufacturer's control, resulting in particular from such circumstances as: a delay in deliveries from subcontractors, transport delays, Force Majeure.
- 7.5. In the case of a non-standard Product, imported or manufactured at the Buyer's individual purchase order, in particular the Product of specific parameters or properties which repair requires specialised spare parts, the Warrantor reserves the right to extend the warranty period by the period necessary to import and/or manufacture these parts, however not longer than by 90 days, unless this period has to be extended due to Force Majeure. The Warrantor shall not be liable for any damage suffered by the Client in connection with the repair deadline extension that is beyond the Manufacturer's control, resulting in particular from such circumstances as: a delay in deliveries from subcontractors, transport delays, Force Majeure.
- 7.6. After prior arrangement with the Warrantor, the device should be returned to the Warrantor's address, and the Buyer bears all the costs and risk of the shipment. Acceptance of the Buyer's warranty claims shall be the Warrantor's obligation to repair the Product or to replace the Product with the defect-free Product and to refund the shipment costs incurred by the Buyer in compliance with the courier charges applicable by the Warrantor.
- 7.7. The place of supply of the service referred to in point 7(6) shall be the Warrantor's main office. The Buyer or the Carrier shall be responsible for proper packaging and delivery of the Product to the Warrantor. This liability shall by no means pass to the Warrantor.
- 7.8. Only the Products that are complete, verifiable, free from defects and mechanical damages resulting from external factors shall be covered by the warranty procedure.
- 7.9. If the Product is serviced in its place of mounting, the Buyer shall be obliged to ensure free access to the Product and enable the Warrantor or the entity indicated by the Warrantor to conduct the safe service procedure in compliance with all OHS rules, i.e. in particular to provide any necessary, safe and stable erected structures (platforms, ladders, scaffoldings), proper preparation of the place of supply of the service (protection against rain, snow and ice removal etc.), appropriate technical capabilities (access to electricity, safety switches, etc.). Otherwise, the service technician shall have the right to refuse to perform maintenance activities. The deadline for the warranty repair shall be than extended accordingly.
- 7.10. The Products sent to the Warrantor's address at the Warrantor's expense and/or sent without the Warrantor's knowledge and consent shall not be accepted or shall be accepted on condition that the service procedure will not be initiated until the costs of the shipment and storage of the Product shall be reimbursed to the Warrantor within 14 days.
- 7.11. The Product under warranty procedure should be properly secured for transportation. The risk of Product delivery shall be taken by the Buyer. The Warrantor shall not be liable for destruction or damage of the Product caused during transportation, in particular due to improper packaging or protection of the Product by the Buyer.
- 7.12. Depending on the nature of the Defect, the Warrantor determines upon justification of the complaint and choice of the manner of performing the warranty claims.
- 7.13. The Warrantor shall be the owner of the defective Products that have been replaced.
- 7.14. After a defective component has been replaced by a defect free component, the warranty period for this component shall be a continuation of the warranty period for the Product, however for a period not shorter than 12 months from its replacement.

- 7.15. The Warrantor reserves the right to charge the Buyer with handling costs related to the Product expertise, if the Product complained about is fully operational or the damaged is not covered by the warranty.
- 7.16. The Warrantor reserves the right to conduct a site inspection at the place where the faulty Product is mounted.
- 7.17. The Warrantor reserves the right to suspend the warranty procedure if the Buyer falls behind in invoice payments for more than 7 days.
- 7.18. If the Product has been repaired, the warranty period shall be extended by the period of the Product faulty operation. In the case of replacing the Product with the new Product, the Product shall be covered by a new warranty of the basic warranty period calculated from the receipt of the defect free Product.
- 7.19. The Warrantor shall not be obliged to modernise or modify the existing products after the newer version has entered the market. However, the Warrantor may request an update or modernisation; in such a case, the Client is obliged to make the Product available to the Warrantor and provide the possibility to perform the appropriate modernisation or update. Failure to make the Product available to the Warrantor shall mean a loss of the Warranty rights for the Buyer.
- 7.20. These General Terms and Conditions exclude the Warrantor's liability under Product guarantee, however this exclusion shall not apply to the Buyers who are Consumers pursuant to the Civil Code.
- 7.21. In matters not regulated by these terms and conditions, the provisions of the Civil Code or other relevant provisions shall apply.
- 7.22. If a Serial Defect is notified, the Client has the right to request service for the entire shipment of the Product model.
- 7.23. When accepting the Product from the Warrantor, the Client is obliged to report any damages, scratches, cracks, etc. and indicate them in the acceptance report. Any such notifications made after the Product has been accepted shall not be considered as caused by the Warrantor's fault.