

# TERMS OF WARRANTY MPL Tronik Sp.j.

For devices sold by MPL Tronik Sp.j. the company ( hereafter referred to as MPL ) provides Buyer (not a consumer) quality assurance on the following principles :

## SUBJECT OF THE GUARANTEE

1. In the event of physical defects , the MPL undertakes within the warranty period for free repair malfunctioning equipment or component. The Supplier may decide that instead of a malfunctioning device it will be replaced into free from defects. The exchange will take place and under the conditions specified below.

## WARRANTY PERIOD

2. The warranty period is 12 months counted from the date of purchase document.

## WARRANTY DUTIES PERIOD

3. The MPL undertakes to take service response within 21 working days from the date of delivery of this product , together with the duly completed document " Application form of equipment to the site " ( hereinafter also referred to as Form ) to MPL or from the date of notification to the Purchaser that the repair It will be carried out by the Purchaser . If for reasons beyond the MPL this deadline can not be met by the MPL , the Buyer will be informed .

## SCOPE OF WARRANTY

4. The warranty only covers physical defects inherent in the device.
4. The warranty doesn't cover any defects arising in particular form:
  - 4.1. Improper mounting, installation or operation of the device , that are contrary to instructions
  - 4.2. Impacts of any force or external factor, including ionizing radiation, magnetic, chemical agents or mechanical, priming and environmental forces.
  - 4.3. Use of equipment to connect to other devices not intended for use with the equipment or with devices other than those recommended in the technical documents the manufacturer of the device.
  - 4.4. Faulty transportation, storage, cleaning or maintenance
  - 4.5. Short circuit /overvoltage/ surge in the electrical installation situated outside the device
  - 4.6. Work temperature/humidity range located outside the range given in the technical/ product manual.
  - 4.7. Equipment is operated in extremely unfavorable conditions, eg. dusty, chemically aggressive media etc.
6. Warranty does not cover parts subject to normal use and spare parts and consumables.

## WARRANTY CONDITIONS

7. The basis for the exercise of rights arising from the warranty proof of purchase and payment for the MPL of any claims related to the device.
8. The buyer is obliged to provide written notification of defect by sending MPL properly completed Form , available on the website of MPL (<https://mpl-serwis.pl/webSerwisHMF/ZgloszenieMPL.aspx>), fax , e-mail [serwis@mplgroup.pl](mailto:serwis@mplgroup.pl) , by registered mail or deliver it personally to the MPL , no later than within 7 working days from the date of discovery of the defect under penalty of forfeiture of the guarantee .
9. In the event of defective performance Form , MPL will call the Purchaser for its correction . Failure to properly completed Form within 7 working days from the date of the request the Purchaser to remove irregularities may result in the rejection of warranty claims . MPL will decide whether a device should be delivered to the service department , or employee of this department will repair or replace the unit at the headquarters of the Purchaser.
10. Where the product is to be delivered to the MPL , this should be done in the original packaging or a substitute for safe transport and storage conditions analogous to the conditions provided by the packaging factory . Risk of product damage during transport shall be borne by the Buyer . To upload to the service department MPL product Purchaser must each include a properly completed " Application form of equipment to the site ."

11. Buyer provides at its own expense submitted the product to the seat of MPL .
12. After repairing the product at MPL , it can be received by the Purchaser of its headquarters or sent by MPL indicated by the Purchaser's address in Poland at the expense of MPL.
13. In the event that MPL will direct buyers to the employee , who will inspect the product , the Purchaser is required to provide the employee MPL of both the product itself , as well as all documents related to its sale as well as provide any information about the use of the product .
14. At the request of MPL customer must make all the technical and operational documentation related to the use or installation of the product .
15. The product with the reported by the Purchaser drawback may be subject to the MPL tests aimed at finding or location of the defect. If carried out the tests do not confirm the existence of defects found by the Buyer as well as does not indicate the existence of another , not found by the Purchaser a warranty , MPL reserves the right to charge the Buyer the resulting costs.
16. The decision to replace the product or component takes only MPL , wherein if the product is repaired 3 times already and further demonstrates flaws , MPL replace it with one that is free from defects. Replaced the defective device becomes the property of MPL.

## LOSS OF WARRANTY

6. Buyer shall lose its rights under this warranty in the event of:
  - 6.1. To make any repairs or alterations to the machine yourself or by a third party or to entrust the repair person other than an authorized employee MPL service department.
  - 6.2. Infringement, damage or breaking of seals or cover them in any way preventing their identification.
  - 6.3. Damage, tampering or removal of serial numbers or other identifying marks equipment or cover them in any way preventing their identification.
  - 6.4. Violation of obligations for Buyers of this Terms of Warranty.
  - 6.5. Use of the product for the purpose for which it is not designed or incorrectly.
  - 6.6. Expiry of the warranty period.
  - 6.7. Delays in the payment more than 14 days.

## LIMITATION OF LIABILITY

7. MPL shall not be liable:
  - 7.1. For the the effects of the defective unit
  - 7.2. For physical defects equipment.
  - 7.3. For damages and lost profits resulting from the necessity Buyers repairs.
  - 7.4. For any damage resulting from delay in performing warranty repair device
  - 7.5. For costs of disassembly and assembly of device.
  - 7.6. For damages other than those caused by MPL intentionally.

## GENERAL TERMS

8. This guarantee is only referred to the Buyer mentioned on invoicee and is a non-transferable (entitled only to the original Purchaser). The MPL shall not be obliged to remove equipment defects under the terms of this guarantee, if relied upon as such will be a person other than the purchaser.
9. Any deletions or changes made to these terms and conditions of guarantee by an entity other than the MPL are invalid.
10. To all matters not settled herein provisions of Civil Code shall apply.
11. In the case of a contract in writing between MPL and the Purchaser , in which certain other conditions than these guarantees are binding provisions of the agreement .