



## General Terms and Conditions of Warranty - SMAY sp. z o.o.

1. SMAY sp. z o.o. with its registered office in Kraków at ul. Ciepłownicza 29, 31-587 Kraków (hereinafter referred to as: "Warrantor"), NIP (Tax Number): 6782821888, REGON: 356295933, KRS: 00000007764, grants a quality warranty for sold products, materials, parts, workmanship or assembly and undertakes to remove defects free of charge if they occur during the warranty period under the terms and conditions specified in these General Terms and Conditions of Warranty.
2. The person entitled under the warranty is the Purchaser - the entity which made a direct purchase of products from the Warrantor.
3. The warranty is valid for a period of 24 months from the date of sale by the Warrantor, unless a separate agreement provides otherwise.
4. The warranty period may be extended on terms agreed separately with the Warrantor.
5. The warranty for fire safety systems and devices certified in the conformity assessment System 1 and for elements of the SmayLab® system is granted on condition that annual paid warranty reviews are conducted by the Warrantor or an entity authorized by the Warrantor on the basis of a separate agreement.
6. The basis for handling a complaint is to lodge a complaint within the warranty period within 3 days from the date of detection of a defect, making the product available in the condition in which the defect appeared, together with a detailed description of the technical problem and documents confirming the performance of all inspections, periodic checks and maintenance (if applicable) assumed by the Warrantor and the applicable regulations. Complaints are filed by sending the completed "**Complaint form**" available on the website to the address of the Warrantor's registered office [www.smay.pl](http://www.smay.pl) or else the application will not be accepted. It is acceptable to send the application form by e-mail to [serwis@smay.eu](mailto:serwis@smay.eu). Continued use of the defective product is absolutely forbidden.
7. All visible defects, shortages and damage of the consignment delivered by the carrier must be noted by the warranty holder on the consignment note. Shortages, damage and defects which could not be detected with due diligence during delivery shall be reported to the Warrantor immediately after detection, or else the Warrantor shall lose their rights under the warranty.
8. A person entitled under the warranty is obliged to immediately report complaints about damage to shipments, but not later than 24 hours from the date of receipt of products by the person entitled under warranty.
9. The claimed product will be sent by the warranty holder to the Warrantor in a package guaranteeing protection against damage or destruction, after prior arrangement of settlement rules and specifying the method and date of shipment.
10. The return of defective products in order to replace them with defect-free products shall take place on time and under conditions agreed upon with the Warrantor.
11. If a complaint is accepted, the Warrantor is obliged, at his choice justified by the type of defect, to remove the defect or replace the product with a defect-free one. In justified cases the Warrantor may decide to reduce the price of the defective product.
12. The Warrantor reserves the right to repair the product in the framework of an approved warranty repair directly at the storage or installation site, including via a company authorised by the Warrantor, in the event that the transport of the product involves excessive costs or the risk of further damage.
13. In case the complaint is accepted, the Warrantor shall not be held responsible for costs related to disassembly and reassembly of the product in the place of installation.
14. The Warrantor undertakes to remove the defect within 14 working days from the date of receipt of a complete notification (and in the case of sending back the defective product to the Warrantor within 14 working days from the date of receipt of the defective product by the Warrantor), and in the case of the need to bring in materials or parts that are difficult to access, the repair will be carried out in the shortest, technically justified time. The warranty period is extended by the duration of the repair. The person entitled under the warranty is obliged to enable the Warrantor to perform all necessary actions related to the determination of the causes of the failure and its removal. In the case of concealment or misrepresentation by the warranty holder of incorrect information, the warranty holder shall bear the costs of repair and shall lose the warranty granted to it.
15. The warranty is valid if:
  - a) the products/system components which have been sealed at the factory (if applicable) are intact and original or have been fitted by the Warrantor or a seal service authorized by the Warrantor;
  - b) the products/system elements are fully identifiable (in particular they have intact, legible rating plates, if any);
  - c) all periodical, maintenance and service inspections and inspections required by the Warrantor and/or the applicable law, in particular those specified in the Operation and Maintenance Documentation (if applicable), applicable standards, including PN-EN12101-6 (if applicable), required by local construction law and fire safety law, properly documented in the Inspection and Maintenance Book and/or the building book, have been performed on time.
  - d) the products/elements of the system were properly installed, used, operated, operated and maintained in accordance with the technical documentation of the Warrantor, including the Operation and Maintenance Documentation (if any).
16. The warranty does not cover:
  - a) execution of the checks and inspections required by the Warrantor and/or the applicable law, periodical inspections, maintenance and service inspections;
  - b) claims to the technical data of the products/system components insofar as they comply with the information in the current documentation;
  - c) normal wear and tear of equipment or parts thereof;
  - d) wear and tear of products/system components defined as operational, whose lifetime depends on the intensity of use (e.g. circuit breakers, switches, tapes, fuses, batteries, accumulators, etc.);
  - e) loss of data stored in the memory of relevant system components;
  - f) loss of control application settings due to lack of basic power supply for a period longer than the guaranteed time of emergency power supply operation, after the start-up process is completed;
  - g) malfunction of third party software used in cooperation with the purchased system.

17. The warranty does not cover damage caused by reasons attributable to the holder of the warranty or third parties, in particular:
- a) caused by incorrect power supply voltage or electrical installation, incorrect installation of the product/system, storage of its components or its operation in conditions and rules inconsistent with those specified by the Warrantor in the Operating Manuals, Operation and Maintenance Documentation;
  - b) negligence in timely and qualitative performance of the appropriate inspections, periodic checks and maintenance referred to in section 15(c) above;
  - c) resulting from the use of consumables (e.g. batteries, fuses, etc.) that do not comply with the instructions of the Warrantor in the Operation and Maintenance Documentation;
  - d) mechanical and electrical damage and defects caused by them;
  - e) chemical and electrochemical damage resulting from the use of substances inconsistent with the position material cards or from the use of a device made of improper material and defects caused by them;
  - f) damage to the lacquer coating caused by non-observance of the "**Conditions for storage and transportation**" instructions (manual available at [www.smay.pl](http://www.smay.pl));
  - g) when repairs and interferences in the system were made by unauthorized persons and not authorized by the Warrantor.
18. The warranty does not cover damage caused directly or indirectly by force majeure events such as, in particular: flood, fire, lightning, etc.
19. In case of unjustified claims of the authorized person under the warranty, the Warrantor charges a diagnostic and logistic fee according to the "Service Work Tariff" available on the website [www.smay.pl](http://www.smay.pl). Transport costs in the event of unjustified claims shall be borne in full by the warranty holder.
20. In the event of the existence of any payable financial obligations of the warranty holder under the warranty towards the Warrantor, the obligation of the Warrantor to remove the defect is suspended until the time of their payment, while the course of the warranty period is not suspended.
21. Implied warranty of the Warrantor for physical defects of products and services is excluded.
22. The Warrantor's liability for actual damage resulting from a product defect is limited to the value of the order / contract, which included the defective product; the Warrantor's liability for lost profits is excluded.
23. In matters not regulated above, the provisions of the Polish Civil Code shall apply.
24. These General Terms and Conditions of Warranty - Smay sp. z o.o. come into force on 01/07/2019.