

# General Warranty Terms and Conditions

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## §1. General provisions

1. **Ampio (Pty) Ltd** based in Przęsocin, address: Szczecińska 22, 72-010 Przęsocin, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Szczecin - Centrum in Szczecin, XIII Economic Department of the National Court Register, under KRS number: 0000639215, REGON: 365517157, NIP: 8513199749, share capital 155. 100.00 PLN ("**Ampio**", "**Manufacturer**" or "**Guarantor**") hereby grants the end user ("**Customer**") of the product ("**Product**") a warranty under the conditions described in this document ("**GWTC**").
2. The Manufacturer warrants and guarantees that the Product is of the required quality. The Manufacturer shall be liable to the Customer under the warranty if the delivered Equipment is not in conformity with the agreement, which shall be understood to mean it:
  - has a defect reducing its value or usefulness related to its purpose, including a defect in design, manufacturing or materials,
  - does not meet technical requirements,
  - does not have the qualities it should have due to its intended use,
  - does not have the qualities that the manufacturer warranted,
  - does not make it possible to fulfil the purpose for which it was purchased,
  - was issued in a set inconsistent with the offer.

## § 2. Warranty period

1. The warranty is granted for a period of 5 years (60 months).
2. The warranty period is calculated from the date of registration of the installation card (hereinafter: Installation Card) by the Installer. The warranty is granted for a period of 5 years, with the provision that it may not exceed 7 years from the date of manufacture of the module. Product defects reported to the Installer/Manufacturer after the expiry of the warranty period are not covered by the warranty. If the Installation Card is not registered, the warranty period is 24 months from the date of issue of the sales document.
3. The Customer is entitled to assert warranty claims also after the expiry of the period referred to in subsection 1, if he/she notifies the Installer/Producer of the defect within this period.
4. In the case of repair of a defective Product, the warranty period shall be extended by the time from the date of the warranty claim to the date of delivery of the Product by the Guarantor to the Customer or to the carrier. If the defective Product is replaced with a new one, it is covered by a new warranty.
5. In the case of certain Products which do not have a serial number (e.g. cables, CAN connectors, LED strips and other accessories), the warranty period is calculated from the date of issue of the sales document.

## § 3. Warranty conditions

1. The warranty covers all defects revealed during the period referred to in § 2.1 and 2.2 of the GWTC which are caused by reasons inherent in the Product.
2. The conditions for granting the warranty are as follows:
  - purchase of the Product directly from an authorised distributor;
  - verification by the Customer at the time of delivery (if the Product is subject to delivery to the Customer) that the Product is not mechanically damaged, and in the case of finding such damage, drawing up an appropriate protocol that enables a complaint about the delivery;
  - installation of the Product by an installer authorised by the Guarantor ('Installer'). The list of Installers is available from the Guarantor's distributors.

- the use of the Products in accordance with their intended purpose and within the normal conditions of use of the Product as described in the documentation made available to the purchaser at [www.help.ampio.com](http://www.help.ampio.com).
3. The warranty does not cover Product defects resulting from:
    - (a) damage resulting from incorrect assembly, incorrect electrical connection and operation of the Product itself not in accordance with the technical information or other documentation concerning the Product,
    - (b) mechanical damage as well as damage resulting from improper operation, negligence and accidents, regardless of their cause,
    - (c) resulting from improper operation, maintenance, installation and any changes or modifications made by persons or services not authorised to do so,
    - (d) associated with non-original or inappropriate software not included with the Product, in the event that they result from the intervention of a person or service not authorised to do so,
    - (e) caused by power surges or by connection to the power network in a manner inconsistent with the operating instructions or by the connection of other products not recommended by the Manufacturer,
    - (f) caused by the faulty electrical installation of the Customer,
    - (g) caused by the Customer's failure to carry out the maintenance operations provided for in the user manual,
    - (h) damages resulting from design errors of the installation of which the Product is a part, including in particular improper selection of the Product for the given installation,
    - (i) damages incurred after the Product has been installed due to the effects of atmospheric, thermal ( i.a. high or low temperature), chemical, mechanical, liquid, moisture, theft and electromagnetic interference factors, as well as force majeure (in particular flood, storm, fire, lightning, natural disasters, war, earthquake, air pollution),
    - (j) mechanical damage, if not reported in the protocol of receipt of the Product from the carrier. Failure to report transport damage, as well as the mere assembly of the damaged Product exclude the possibility of reporting the warranty,
    - (k) Damages resulting from faulty operation of other installations (e.g. electrical, heating, etc.) or devices affecting the Product's operation (e.g. inverters, relays, humidifiers, coolers, heaters, etc.), lack of electric installation protection, incorrect grading of electric installation protection.
  4. The warranty does not cover consumables, components not manufactured directly by the Manufacturer, or components covered by third-party warranties.
  5. The Guarantor's liability under the warranty is limited to actual damage (excluding lost profits) and does not cover damage resulting directly or indirectly from damage to the Product.

## § 4. Claim notification

1. As a condition for the Manufacturer's consideration of the warranty, diagnostics of the Product must be performed after the damage has occurred. The purpose of the diagnostics is to initially establish the type and cause of the damage and to pre-qualify the appropriateness of repair or replacement under the warranty.
2. The diagnosis is carried out exclusively by the Installer. In order to carry out the diagnostics, the Customer is obliged to contact the Installer and order the diagnostics service. The diagnostic service should be ordered immediately from the day the damage is discovered. Warranty claims without prior diagnostics of the defective Product will not be processed.
3. The diagnostics is only a preliminary examination of the defective Product, which means that in no case does it provide any basis for requesting the Guarantor to accept the warranty claim as valid.
4. The Installer may use the Partner's technical support when performing diagnostics, and the Partner may use the Distributor's technical support. The Manufacturer undertakes to indicate, via e-mail, an employee of the Manufacturer with his contact number, who will be available by telephone to provide relevant instructions and information regarding the Product to enable the fastest possible removal of the Product failure and the performance of diagnostics.
5. The warranty claim is submitted by the Installer on behalf of the Customer. Claims that do not originate from the Installer will not be processed, of which the Manufacturer will inform the Customer in the case of a warranty claim submitted by a person other than the Installer.
6. The warranty claim should contain a list of damaged Products with serial number (if applicable), as well as a detailed description of the damage found and the Installation Card signed by the Customer and the Installer. Warranty claims that do not contain the signed Installation Card will not be processed.
7. The warranty claim shall only be made through the warranty claim service to which the Manufacturer has granted access to the Installer. In the case of unavailability of the service referred to in the previous sentence, the Installer is obliged to contact the Guarantor in order to obtain information about the possibility of using other ways of submitting the warranty claim.

8. The warranty claim should be submitted by the Installer immediately after the diagnosis of the damaged Product, no later than within 2 working days.
9. The Customer is obliged to send the damaged Product to the Ampio address together with the warranty application not earlier than the moment of considering, accepting the granting of warranty protection by the Manufacturer, unless the Manufacturer decides otherwise.
10. When sending the defective Product, the Customer is obliged to indicate on the consignment the number of the warranty claim made by the Installer. The Guarantor may refuse to consider the warranty application with respect to those Products which did not have the indicated warranty claim number.
11. The defective Product should be sent to the Manufacturer within 7 days from the date of qualification/acceptance by the Guarantor of the damage for warranty claim.
12. Only complete, identifiable and serviceable Products are subject to the warranty procedure performed by the Guarantor.
13. Violation by the Customer of the deadlines described above shall entitle the Manufacturer to refuse to process the warranty.

## § 5. Consideration of the warranty claim

1. The Manufacturer shall consider the warranty claim immediately, no later than within 30 days, upon receipt of the complete warranty claim and the damaged Product (if the Product is subject to sending to the address of the Manufacturer) / visual inspection of the Product in a place other than the Manufacturer's service centre (if the Product is not subject to sending to the address of the Manufacturer). In the case of any deficiencies in the warranty claim, the Manufacturer shall indicate the deficiencies to the applicant and request their supplementation under risk of refusal to consider the warranty.
2. When considering the warranty application, the Manufacturer shall decide to:
  - (a) accept - in such a case, the Manufacturer shall repair or replace the damaged component of the Product free of charge or replace it with a new one;
  - (b) refuse to recognise - in such an event, the Product shall be sent back to the Customer at the Customer's expense. The Manufacturer shall inform the Customer of its decision, stating the reasons for refusing to honour the warranty.
3. If the repair or replacement of the Product with a new one will involve disproportionately high costs for the Manufacturer or will be impossible, the Manufacturer shall return the price paid to the Customer and the Customer shall return the Product to the Manufacturer.
4. If the warranty claim is accepted by the Guarantor (the warranty is recognised by the Manufacturer), the costs of the warranty proceedings, including the cost of repair of the Product, the cost of sending a new Product to the Customer shall be borne by the Manufacturer.
5. In the case of unjustified warranty claims arising from the circumstances referred to in §3 item 3, the costs of the warranty proceedings shall be borne by the Customer, including the costs of diagnostics.
6. If, at the time of repair or replacement, the Product is no longer manufactured or is no longer manufactured in the same version, the Manufacturer is authorised to replace it with a similar Product with no worse parameters.

## § 6. Expiry of warranty

The warranty shall expire before the date stated therein if the Customer or a third party:

- causes damage to the Product or increases the extent of the damage to the Product (even if only by not removing the Product from use);
- introduces changes to the Product without the consent and knowledge of the Manufacturer;
- repairs, modifies or replaces the damaged Product or any of its parts by themselves or by other entities than the Guarantor or Installer;
- uses the Product in a manner inconsistent with its intended use and beyond the normal conditions of use of the Product as described in the technical information or other documentation made available to the Customer regarding the Product;

- does not service the Product in accordance with the conditions described in the technical information of the Product or in the documentation made available to the purchaser.
- violates the security of the Product (seals, warranty stickers, serial number stickers), or makes any modifications to the Product or repairs it without following the procedures specified in the GWTC

## § 7. Final provisions

1. All capitalised terms in the GWTC shall have the meaning given to them in the individual provisions of the GWTC. The titles of the individual clauses in the GWTC are for information purposes only and do not serve to interpret the GWTC.
2. In the event that individual provisions of the GWTC are declared invalid or ineffective, the invalidity or ineffectiveness of the respective provision shall not affect the validity or effectiveness of the remaining provisions of the GWTC.
3. The Guarantor shall be entitled to exercise its rights and obligations under the GWTC with the assistance of third parties, which may take place in particular with respect to the Customer having its place of residence or business outside the territory of the Republic of Poland.
4. The warranty is provided without territorial limitations.
5. The warranty is governed by the Polish law.
6. Any disputes arising from the warranty will be resolved amicably, in particular through negotiations. If a dispute is not resolved amicably within 14 (fourteen) days of its commencement (understood as the sending of a message initiating the dispute), its resolution will be submitted to the court having jurisdiction over the registered office of the Guarantor, unless generally applicable law reserves the exclusive jurisdiction of the court having jurisdiction over the Customer.
7. The Manufacturer informs that, in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (Official Journal of the EU L No. 119, as amended), it is the controller of personal data and will process the personal data obtained for the purpose of implementing the warranty application.
8. The GWTC have been drawn up in two language versions - Polish and English. In the event of any discrepancy, the Polish language version shall take precedence.
9. The GWTC is effective from 24 October 2024.