# DETAILED CONDITIONS OF GUARANTEE



For the purpose of this Guarantee:

"Purchaser" means a person or an entity specified in a relevant order, purchase invoice or delivery agreement;

"Seller" means C&C Partners Sp. z o.o. selling tangible property or services, offering them to the Purchaser;

"Product" means a product sold by the Seller in line with the applicable delivery agreement, bid, order confirmation or invoice.

"Period of Guarantee" means one year from the date of purchase by the Purchaser, unless Attachment A stipulates otherwise.

This Guarantee covers Products in which defects were detected, caused by defective parts or manufacturing defects. The Guarantee does not cover the technical parameters of the Product, if they are compliant with the specification provided by the manufacturer. The Seller shall not be liable for incompatibility of the sold equipment with a system software held and installed by the Purchaser, which has not been delivered by the Seller. In the Period of Guarantee, the product shall be free from any defects in materials or defects in manufacturing resulting from correct and standard use. This Guarantee refers exclusively to Products and is not applicable to any other goods or materials, parts, accessories, batteries or system components or any system as a whole. This Guarantee does not cover standard wear and tear.

Defects detected in the Period of Guarantee shall be removed free of charge within 45 days from the date of delivery of the product to the service centre. In case it is necessary to send the equipment to a specialist service centre, the repair period may be extended as a maximum to 90 days from the date of delivery of the product to the service centre.

Liability. The Seller's exclusive liability and exclusive compensation for the Purchaser under this Guarantee is repair or replacement of a defective product. The mode of defect removal shall be determined by the Seller; the Seller shall not be liable for any costs of repair or maintenance incurred by the Purchaser, unless the Seller agrees to it in writing before the commencement of work. If the Seller decides to replace or repair a defective Product, the replaced or repaired Product shall be covered by a guarantee for the remaining part of the Period of Guarantee applied to the originally delivered Product.

C&C Partners Sp. z o.o. shall not be liable for any lost data (from hard-drives, memory cards, all types of FLASH memory) and consequences related to this. During maintenance procedures, equipment shall be restored to default settings.

Having inspected the equipment that was sent and having detected any inconsistencies with guarantee conditions, the Guarantee may annulled and treated as paid (after prior written notification of the Customer and the Customer's written approval; no maintenance work shall be performed without such approval).

In case of an unjustified complaint (the specified defect is non-existent according to the service point of C&C Partners Sp. z o.o.), the service point reserves the right to collect a fee for diagnostics, expertise and transport in the amount not smaller than PLN 300.00.

**Notification.** Should the Purchaser discover any defects in the Product, the Purchaser is required to report them on the website <u>https://www.ccpartners.pl/serwis</u> (not later than within seven (7) days after their detection). Such notification shall contain a description, with justified details, the manifestation of the defect and shall be delivered during the Period of Guarantee for such Product.

The cost of dispatch shall be covered by the Purchaser, unless the Parties agree otherwise. Products sent at the Seller's cost may not be accepted and may be sent back to the Customer. In case of failure to submit a correctly completed complaint application form (containing information about the proof of purchase, serial number and description of defect manifestations) together with the equipment, the Seller reserves the right to refuse to perform the guarantee repair or extend the date of the repair by the time necessary to supplement the missing documents. The above-listed documents are the basis for determining the causes of a failure.

After the guarantee repair, the equipment shall be sent back at the cost of C&C Partners. In case of a post-guarantee repair, the Customer shall be charged with the costs of shipment.

The equipment shall be delivered in the manufacturer's packaging. In case of absence of the original packaging, the equipment shall be accepted conditionally, whereas C&C Partners Sp. z o.o. shall not be liable for any damages during transport.

Exclusions from Guarantee. This Guarantee shall not be applied when:

- a) absence of devices preventing over-voltage, lightning discharge and shortcircuits in electric installation was ascertained;
- b) the equipment was assembled inconsistently with the applicable standards determining the over-voltage and anti-shock protection;
- c) the equipment was assembled and operates in conditions inconsistent with the manufacturer's recommendations;

- a defect in electric installation was detected, e.g. no grounding, various phases, no efficient zeroing mechanism, etc.;
- e) incorrect cooperating devices were applied;
- f) the equipment was not subject to maintenance, if such requirement results from user manual;
- g) the Product has not been subject to periodic review in accordance with manufacturer's instructions and in the absence of a specific date, at least once every 12 months;
- h) the defect resulted from fire, lightning discharge, incorrect supply voltage, soaking, corrosion, standard wear and tear or other external factors;
- i) the device was modified or repaired without relevant authorisation;
- i) modification of firmware was detected;
- r) original guarantee seals, serial numbers, type plates or other elements preventing identification of the equipment were damaged.

With the exception of guarantee conditions presented above, the Purchaser - within a scope foreseen by the law - shall not bear other liability pertaining to the Product and its use.

The Guarantee does not give the Purchaser the right to demand return of lost profits, indemnity for inconvenience resulting from use or failure to use the Product.

In the remaining scope, the terms of this Guarantee shall be governed by the Polish Civil Code. The Purchaser accepts these terms as of the moment of signing the sale document and/ or collection of goods.

## Leszno, 01.01.2022

## Attachment A

The Seller guarantees that the Products specified below shall be free from defects in materials and defects in manufacturing resulting from correct and standard use for a period of:

# a) 6 months from the date of purchase

- · Power supply/ batteries
- Sales products

### b)24 months from the date of purchase

- Alphatronics
- Commend
- Connectivity
- DomNet
- Opgal
- SecurityNET
- SimonsVoss
- SIUP CC Winguard
- Tatille
- TKH Security VDG Sense: for products with the SE extension,
- i.e. NVH-XXXXSE
- TKH Security iProtect (former Keyprocessor)

#### c) 36 months from the date of purchase

- Hanhwa
- NEC
- Sigura (except TKH Fusion solution)
- TKH Security VDG Sense (former VDG Security)

