



WARRANTY CARD

Valid from 09.03.2016

Product name: **Type:** **Manufacture No.:**

1. Warranty period

The Seller gives a warranty for the aforementioned product for a period of **24** months from the date of delivery. For elements and equipment from subsuppliers, the Seller grants a warranty according to Warranty Cards supplied by them for the given product. Consumables are not covered by the warranty. The warranty period may be extended by the duration of any warranty repair. The warranty is granted on the basis of the provisions of Article 581, § 1 and § 2 of the Civil Code.

2. Warranty terms

The Customer and the User are obligated to comply with the requirements set out in the Operation and Maintenance Manual and/or user's manual concerning the storage, transport, commissioning and operation of the product. The scope of this warranty covers only the territory of Poland, which means that the Seller has an obligation to remove any defects in the product, provided it is located in Poland. The Seller agrees to cover the cost of transportation of the product in the event of defects in it, but only within Poland. The Implied Warranty for physical defects of the product covered by this offer is excluded (Article 558 § 1 of the Civil Code). The guarantor shall not be liable for any costs or damages caused by shutting down the device in the period from disclosing defects or faults until their removal, and for consequential or indirect damages, including lost profits, caused by a malfunction. The Seller specifically disclaims any financial liability for the preparation of the workplace, permits and inspections necessary to remove the fault.

3. Warranty repairs

In the event of discovery of hidden manufacturing defects in the period covered by the warranty, the Seller undertakes to remedy a physical defect or replace the faulty element in the aforementioned product immediately upon reporting the failure in writing. Repairs can be conducted at the User's location, and in cases technically viable, in the Seller's premises, or other place designated by the Seller. Repairs will be carried out on the date and on conditions agreed by the parties. In justified cases, the period of warranty repairs may be extended. Rights under the warranty can be exercised only after the submission of a valid warranty card.

4. Responsibilities of the user

The Customer or User is obligated to lodge a complaint in written form, via e-mail or fax within



48 hours of the disclosure of the defect, by sending the completed service request form (available on www.trafta.pl/kontakt), specifying the defect found and stating the circumstances and, if possible, causes of damage. In the notification, the User is obligated to specify the date of making the device covered by the warranty available for repair. The User will provide the Seller with access the device in accordance with safety regulations and will provide appropriate equipment (crane, lift with a basket, etc.).

The complaint must be accompanied by this warranty card, provide all documents proving these facts and provide operational data of the device.

If the Seller determines that the notification of defects in the equipment by the User under warranty was not justified, the User shall bear all the costs of the actions taken by the Seller.

5. Loss of warranty rights

The Customer or the User is not entitled to claims under the warranty in cases of:

- Arbitrary modifications, repairs, changes of ownership, improper installation and disassembly, improper maintenance,
- Damaged or broken seller seals,
- Mechanical damage of the product during transport, installation, commissioning or operation,
- Failure to comply with the provisions of the Manual, other regulations and standards relating to the operation of the product,
- Failure to comply with the fundamental principles and good practices of installation and operation of the device,
- Damage caused after the detection of defects, and not reported to the Contractor, causing serious damage to the product,
- Use of the equipment with faulty or damaged coupled equipment,
- Operation contrary to the intended purpose or rated parameters.

The Seller is exempt from liability for defects of the product and its equipment if occurred for reasons other than related to the goods sold.

Damage to the equipment must be reported in writing at serwis@trafta.pl or by fax at +48 34 313 23 51. Contact by phone at +48 34 313 23 51.

Date of shipment: Signature: Stamp:
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COMMENTS: