



Emplast Spółka z o.o. Spółka komandytowa
ul. Św. Leonarda 4/U2, 60-654 Poznań
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🌐 www.emplast.pl ✉ info@emplast.pl

GENERAL TERMS AND CONDITION OF GUARANTEE

GTC - General Terms and Conditions of Guarantee of EMPLAST Sp. z o. o. Sp. k. authorized representative of solutions and technologies in plastics processing.

Annex 1 to the General Terms and Conditions of Sale; date 21.05.2021 EMPLAST Sp. z o. o. Sp. k., ul. Św. Leonarda 4/U2, 60-654 Poznań, www.emplast.pl

I. Definitions

Guarantor: EMPLAST Sp. z o. o. Sp. k. with its registered office in Poznań (60-654), at ul. Św. Leonarda 4/U2, entered into the Register of Entrepreneurs in the National Court Register, by the District Court in Poznań - Nowe Miasto i Wilda in Poznań, the 8th Commercial Department of the National Court Register, under KRS number [National Court Register No.]: NIP [National Register of Economic Units] 9721265012, REGON [National Register of Economic Units] 364860048.

The Guarantee Holder: The entity that acts as the buyer of the machine or device, as well as any entity that has been authorized by the buyer to act on its behalf or the entity to which the buyer has transferred its rights and obligations, as well as the legal successor of the buyer.

The Guarantor grants a guarantee to the Guarantee Holder based on these General Terms and Conditions of Guarantee (GTC):

II. Statement and guarantees of the Guarantor

1. The Guarantor hereby warrants to the Guarantee Holder that the machine or device covered by this Guarantee has been delivered free of any physical or legal defects and complies with the specification and technical and operational documentation and that the machines meet the quality and conformity criteria for standards or national technical assessments, are in conformity with EU directives and bear the CE mark.

2. The Guarantor is not responsible for the incorrect selection of the machine or device for a given investment/application of the Guarantee, in particular the Guarantor is not responsible for the efficiency of the device in the event of:

a) failure to perform regular inspections and services,



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- b) non-compliance with the recommendations of the manufacturer or distributor of machines or devices,
- c) loss of the guarantees described in the complaint procedures regarding the rights under the guarantee point V (13),
- d) using machines or devices contrary to their intended use and manual,
- e) non-performance of maintenance activities of machines or devices described in the manual,
- f) failure to read the manual or take action against the manual.

3. The Guarantee protection is valid in Poland.

III. Responsibility of the Guarantor under the Guarantee

1. The Guarantor's liability for defects in the machine or device includes manufacturing defects resulting from improper assembly or selection of defective actuators and measuring elements, preventing the use of the machine or device in accordance with its intended use.

2. The Guarantor shall be liable to the Guarantee Holder for manufacturing defects of the machine or device occurring after the date of delivery/acceptance of the machine or device on the premises of the plant/company - until the expiry of the period resulting from the Guarantee.

3. The Guarantee is valid provided that:

- a) the machine or device has been properly selected for a given application,
- b) the machine or device is used in accordance with the requirements and intended use, as specified in the order and offer,
- c) the machine or device is correctly assembled and used in accordance with the design and operation manuals as well as considering the guidelines for assembly and application of the technical solution,
- d) the machine or device is properly operated in accordance with their intended purpose, in particular to perform the required by law, inspections, maintenance, etc.

4. The Guarantee does not cover:

- a) mechanical, electrical or chemical damage and any other damage caused by the action or omission of the Buyer or the User,



- b) damages resulting from force majeure – e.g. hail, flood, hurricane, earthquake, lightning resulting in a fire, as well as (in the case of mechanical or electrical devices) overvoltages in the network, fire, flooding,
- c) damage resulting from natural, partial or total wear of the consumable parts of the device (contactors, seals, etc.) or measuring elements in accordance with their properties or purpose, as well as elements covered by a third party guarantee,
- d) damage resulting from improper installation, transport, storage, as well as arbitrary disassembly, alteration or repair by the buyer or User/Guarantee Holder,
- e) damage resulting from improper operation incompatible with the purpose or lack of proper maintenance, proper cleaning, etc.,
- f) damage caused by the fault or negligence of the User,
- g) damages resulting from the use of non-original spare parts,
- h) damage resulting from the lack of connection of standard protections built into the device or their incorrect configuration.

IV. Term of the Guarantee

The Guarantor grants a 12-month guarantee from the date of purchase of the machine.

V. Complaint procedure regarding the rights under the guarantee

1. The Guarantee Holder is obliged to notify the Guarantor about the noticed defect or damage, which defect came to light within the warranty period – immediately, but not later than within 5 working days from the date of its recognition.
2. The basis for considering a complaint under the Guarantee is the presentation of a document issued by the Guarantor confirming entitlements (e.g. an invoice) and a written notice referred to below.
3. The notification should be submitted in electronic form to the e-mail (serwis@emplast.pl) or via the application form on the website (www.emplast.pl) and include a list of noticed defects/damage to the machine or device, a description of the damage, photo documentation and, if possible, a description of the circumstances of their creation. In addition, the notification





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should contain the complete installation address of the machine/device, contact details, telephone/address and e-mail to the User. The personal and contact data provided will be used only for the purpose of considering the complaint, including contacting the Guarantor via e-mail or phone.

4. Submission of a complaint by the Guarantee Holder obliges the Guarantee Holder to secure the elements of the machine or device for which a complaint has been submitted until the inspection and/or tests are carried out by the Guarantor.

5. The Guarantor has the right to inspect and/or test the elements/parts/machine within 14 working days from the date of notification, and the Guarantor is obliged to enable the Guarantor to perform these activities. The Parties shall jointly agree on the date of the inspection/tests. When the Guarantee Holder prevents the Guarantor from carrying out an inspection or tests within the time limit referred to in the first sentence, then the Guarantee Holder shall be deemed to have waived the complaint. In such a case, the Guarantor leaves the submitted complaint unresolved.

6. At the request of the Guarantor, the Guarantee Holder shall participate in the visual inspection.

7. The Guarantor's consideration of the complaint submitted by the Guarantor under these rights shall take place within 30 working days of the written notification, and if the Guarantor has made a visual inspection, within 10 working days of their completion, unless there is a need for additional tests by the Guarantor, then the Guarantor shall notify the Guarantor of a different date of consideration of the complaint under the Guarantee.

8. After confirming the validity of the claims, the Guarantor shall provide the Guarantee Holder with spare parts and make repairs in order to improve and start the machine or device.

9. The replacement shall be made within no more than 30 working days from the acceptance of the complaint.

10. Under this Guarantee, the Guarantor obliges at its own expense and effort to remove the defect or replace the damaged part of the machine or device in order to improve and restore to work.

11. If the Guarantor considers that the defects indicated by the Guarantee are insignificant, the Guarantor may not replace parts as referred to in paragraph 8.

12. In the event that the damage is not covered by the Guarantee or the machine/device turned out to be functional, the Guarantor shall inform the Guarantee Holder about the paid repair and its costs.



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13. The Guarantor may refuse to perform the guarantee service in the event of incompleteness of the machine or device, incomplete or incorrect data in the documentation, making unauthorized repairs, design changes, using the machine or device for purposes inconsistent with the intended purpose and reconfiguring or expanding the machine/device by persons unauthorized by the Guarantor.

14. Parts and devices replaced during the provision of the guarantee service by the Guarantor shall become its property.

15. The performance of the obligations under this Guarantee by the Guarantor shall be confirmed by the Parties in a protocol. In the event of unjustified refusal to sign the protocol, the protocol shall be accepted unilaterally.

16. In the event of an unjustified complaint, all costs related to it, in particular the performance of tests, expert opinions, travel costs, etc., shall be covered by the complainant.

VI. Final provisions

1. All claims under the Guarantee shall be reported to the Guarantor's Customer Service Department in Poznań, ul. Św. Leonarda 4/U2, 60-654 Poznań, e-mail addresses available at www.emplast.pl (contact tab – contact form).

2. In addition to the aforementioned guarantee benefits, no other claims may be recognized, in particular claims caused by the consequences of the defect, e.g. costs of stopping production or other.

3. The Guarantee does not exclude, limit or suspend the entitlements of the Guarantee Holder under the provisions of the warranty for defects in the sold item.

4. The Guarantee can be used only if the price for the machine has been fully paid together with all statutory interest due for delay in commercial transactions.

5. The competent court for resolving disputes that may arise from this Guarantee is the court competent for the registered office of the Guarantee Holder.



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