

## **Inelo's terms and conditions of service repairs**

("Terms and conditions")

These conditions apply for all agreements concluded between INELO Spółka z ograniczoną odpowiedzialnością Sp.k. (formerly INELO Stoczerz Sp. Jawna) ("Inelo"), and any company ("Customer") ordering the repair or replacement of any goods or components thereof ("Goods") from Inelo. These conditions also apply in the case of Goods supplied to Inelo for estimation of the cost of repair. In supplying the Goods to Inelo, the Customer declares that they are familiar with the Terms and Conditions and they fully accept the provisions therein.

### **I. Warranty repair**

1. Warranty repairs are carried out free of charge except in cases specified in the warranty conditions. The time of warranty repair begins upon delivery of the Goods together with the application form, a properly completed warranty card and a copy of proof of purchase to the INELO. Inelo reserves the right to refuse free repair under warranty if:

- The warranty seals are broken or other traces of tampering by unauthorized persons are identified,
- The Goods were mechanically damaged,
- The damage found resulted from operating the Goods in a manner inconsistent with its intended use as described in the user manual,
- The Goods delivered prove to be operational,
- The Goods were handed over to Inelo without a complete set of equipment (e.g. cables)
- The Customer has not submitted together with the Goods the required documents confirming the guarantee provided by Inelo.

2. If any of the above is found, the Customer will be presented with the Diagnostics and Cost Evaluation of the repair ("Diagnostics and Cost Evaluation"). Diagnostics and Cost Evaluation shall be understood as a statement concerning the condition of the delivered Goods in the case referred to in subsection d) above.

3. If a description of the faulty Goods is not provided in the service request form, items may be returned at the expense of the Customer.

### **II. Technical evaluation**

1. Inelo shall complete the Diagnostics and Cost Evaluation within 14 working days from the date of delivery of the Goods and relevant documents to Inelo. The cost of the Diagnostics and Cost Evaluation is PLN 50. By supplying Goods not covered by free warranty repair to Inelo, the Customer confirms that they accept the cost of the Diagnostics and Cost Evaluation.

2. Inelo shall not charge the Customer for the cost of the Diagnostics and Cost Evaluation if the Customer accepts the cost of repair of the Goods by Inelo.

3. When completing the service request form, the Customer may declare a maximum amount of cost of repairs. The above declaration shall constitute an acceptance of and the obligation to pay the cost of repairs not exceeding the declared amount. If the cost of repairs exceeds the declared amount, Inelo shall present the Diagnostics and Cost Evaluation to the Customer.

4. After presenting the Diagnostics and Cost Evaluation, Inelo shall start the repair not earlier than upon receipt of the Customer's written instructions on how to proceed, in particular, the acceptance of costs specified in the Diagnostics and Cost Evaluation. If such instructions are not received by Inelo within 21 days of the date of presenting the Diagnostics and Cost Evaluation, Inelo may return the Goods to the Customer at the Customer's expense and charge the Customer for the cost of storage, as well as the cost of the Diagnostics and Cost Evaluation.

5. In the event that, following the decision of the Customer, the Goods for which the Diagnostics and Cost Evaluation was prepared are not repaired, Inelo shall take due care and all necessary steps to restore the Goods to the condition in which they were delivered. Notwithstanding the foregoing, Inelo shall not be liable to the Customer for any damages caused by performance of or failure to perform the above activities.

### **III. Standard of repair**

1. Inelo shall exercise due diligence in repairing the Goods and return them to the Customer within 10 working days of the Customer's acceptance of the cost of repairs. If particularly complex repair is necessary, this period may be extended accordingly.

3. In the case of a warranty repair Inelo shall decide whether the Goods are to be repaired or replaced with equivalents which are free of defects.

4. Inelo reserves the right to refuse the repair of equipment for which the warranty has expired, especially if appropriate spare parts are not available.

5. Inelo shall not be liable for any possible actual losses incurred by the Customer or lost profits associated with the malfunction of the repaired Goods.
6. Inelo shall not be responsible for data on storage media which has been provided together with the Goods, and which may be lost during repair.

#### **IV. Shipment of goods**

1. The Customer shall cover the costs of shipment of the Goods to Inelo and shall be responsible for the appropriate protection thereof. Shipments sent at the cost of INELO shall not be accepted. Considering the value of the Goods, Inelo recommends using an insured courier delivery service.
2. The method of packing and shipping the Goods back to the Customer is the responsibility of Inelo. Goods are shipped at the Customer's risk and expense (except where the Goods are repaired under warranty). Notification of damage to Goods during transport must be submitted in writing to Inelo and the carrier within three days of the date of delivery. Notification of failure to receive the shipment must be submitted in writing to Inelo and the carrier within seven days of the date indicated in the e-mail containing information on the shipment.

#### **V. Payment**

1. Payments for expenses charged by Inelo shall be made based on a pro forma invoice or an invoice with a payment date, if specifically agreed.
2. If the payment date is not met, Inelo shall be entitled to charge statutory interest on overdue receivables.

#### **VI. The repair warranty for post-warranty devices**

1. If the repaired or replaced parts turn out to be faulty due to material defects or the improper execution of repairs, Inelo undertakes to repair or replace parts free of charge within 6 months of the date of receiving the Goods or shipping them to the Customer.
2. This warranty is limited only to the components of Goods that have been repaired or replaced by Inelo. It does not apply to damage to the Goods arising as a result of an accident or other mechanical defects, improper operation, contamination, liquid spills, dusting, failure to follow operating instructions or making unauthorized modifications or repairs.