



## TERMS AND CONDITIONS OF WARRANTY

1. Nyborg-Mawent S.A. grants the User a guarantee for the product sold on the terms and conditions provided in detail below.
2. Nyborg-Mawent S.A. guarantees the efficient operation of the product provided that the product is installed, maintained and operated in accordance with the Nyborg-Mawent S.A. guidelines set out in this document, hereinafter referred to as: the "Operation Manual".
3. The warranty period is 24 (twenty four) months, starting from the date of delivery of the product – the fan - to the User.
4. The User has the option to extend the warranty, which requires individual arrangements between Nyborg-Mawent S.A. and the User and it is effected upon concluding an appropriate agreement and paying a warranty fee.
5. The warranty is applicable at the territory of the Republic of Poland.
6. Nyborg-Mawent S.A. may perform warranty service outside the territory of the Republic of Poland. The User should note the fact (possibility) of installation and operation of the product outside the territory of the Republic of Poland in the order, otherwise the possibility of using the warranty service outside the territory of the Republic of Poland in the future shall be excluded. In this case, the User shall bear the costs of, in particular, travel, accommodation and meals of the Nyborg-Mawent S.A. service technicians. This service shall be based on separate arrangements between Nyborg-Mawent S.A. and the User, concluded in an appropriate agreement.
7. After the expiration of the warranty period, Nyborg-Mawent S.A. may perform post-warranty maintenance services for the User. In this case the provisions of clause 6, sentence 4 above shall apply accordingly.
8. Under the warranty Nyborg-Mawent S.A. shall be liable only for defects revealed in the warranty period and arising from product-related causes. The warranty does not cover the defects of the product resulting from other causes, i.e.:
  - a) installation and use of the product which is not in accordance with the intended use and/or engineering practice and the operation manual;
  - b) installation of the product by persons who are not appropriately qualified;
  - c) installation of the product not in compliance with the wiring diagram, powering the product with a voltage other than the one specified on the nameplate and/or in the operation manual;
  - d) unauthorised repairs or changes to the product's design without the consent of Nyborg-Mawent S.A.;
  - e) damage to the product caused by external factors (mechanical, thermal, chemical, water damage, etc.);
  - f) damage caused by improper transport or storage of the product;
  - g) unauthorised use involving operation of the product under conditions inconsistent with the intended use and design of the product and inconsistent with the operating conditions laid down in the operation manual;
  - h) chemical corrosion of the product's elements, e.g. as a result of condensation of aggressive compounds from the conveyed medium;
  - i) failure to carry out the mandatory inspections described in the operating instructions;
  - j) product damage resulting from vibration caused by erosion, clogging of the impeller, damage to the impeller or any other cause;
  - k) product damage caused by ingress of any object or component likely to cause such damage into the installation;

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- l) errors in the design of the installation or incorrect selection of the product;
  - m) product damage resulting from the use of non-original parts, accessories and materials not compliant with the Nyborg-Mawent S.A. recommendations;
  - n) product damage resulting from fortuitous events, force majeure (fire, flood, lightning, etc.);
  - o) malfunction of other installations (e.g. electricity, heating, etc.) and/or equipment affecting the operation of the product (e.g. inverters, relays, humidifiers, coolers, heaters, etc.).
9. The warranty does not cover defects resulting from normal wear and tear of the product and consumable parts, i.e.: bearings, filters, V-belts, oils, greases, etc.
10. The User shall lose their warranty rights (loss of warranty), in case of:
- a) any modification of the product;
  - b) tampering with the product by unauthorised persons;
  - c) any unauthorised attempt to repair the product;
  - d) failure to carry out mandatory periodic inspections;
  - e) failure to carry out appropriate maintenance work, if required;
  - f) the payment for the product is more than 30 days overdue from the due date.
11. Product which has been found defective should be taken out of use immediately after the defect has been found, otherwise the warranty will be invalidated.
12. Warranty claims are examined based on, in particular:
- a) a complaint filed by the User, which should include: the User's details, the description and serial number of the product and its year of manufacture indicated on the nameplate, a detailed description of the product defect and the date on which it was detected. It should be sent by e-mail to: [reklamacje@nyborg-mawent.com](mailto:reklamacje@nyborg-mawent.com) - no later than 5 days from the date the defect was found;
  - b) the above mentioned complaint shall be accompanied by the invoice for the purchase of the product and the proof of timely, i.e. compliant with the operation manual, periodic inspections (a completed inspection form can be found in the operation manual).
13. Nyborg- Mawent S.A is not obliged to disassemble elements of the installation inherently belonging to the product. If the aforementioned disassembly is necessary for Nyborg-Mawent S.A. to carry out service work, it should be carried out by the User.
14. After the User has carried out the activities referred to in clause 12 above, then - taking into account previous arrangements with Nyborg-Mawent S.A.:
- a) the User shall deliver the product personally to the registered office of Nyborg-Mawent S.A. or deliver it by express delivery to the address of the registered office of Nyborg-Mawent S.A., shipping at the risk of the User. Nyborg-Mawent S.A. shall not be responsible for any damage or destruction of the product during transportation, in particular resulting from improper packaging or securing the product by the User, or
  - b) Nyborg-Mawent S.A. will send its service team to the place of assembly (installation) of the product in order to diagnose the problem (ascertain the defects reported) and then, if the complaint is found to be justified, undertake further activities referred to in clause 16 below. The User is obliged to ensure free access to the product and enable the Nyborg-Mawent's service team to carry out maintenance activities in accordance with any and all work health and safety regulations, and in particular to ensure adequate preparation of the place where the maintenance activities will be carried out, i.e. to organise scaffolding, platform, ladders, lifting equipment, if necessary, and to provide access to power sources etc. Otherwise, the Nyborg-Mawent S.A.'s service team has the right to refuse to carry out the maintenance service and the User will be charged for the costs of travel by the Nyborg-Mawent S.A.'s service team.

15. Nyborg-Mawent S.A. is obliged to examine the warranty claim, respond to it within 14 (fourteen) days from the date it was filed (response to the complaint).
16. In case the complaint is found justified, Nyborg-Mawent S.A. is obliged to repair (remove quality defects of the product) or replace the product with a product free from quality defects, if the repair of the product appears to be impossible or the cost of repairing the product is disproportionately high compared to the price of a new product. Nyborg-Mawent S.A. is solely responsible for deciding on how to perform the warranty obligations.
17. The time limit for repairing the defect of the product or its replacement, depending on the way the warranty is being carried out, shall not exceed 90 days, starting from the day of filing the complaint. In cases justified by technical, technological or other reasons beyond the control of Nyborg-Mawent S.A., the aforementioned time limit will be extended by the additional time needed for the removal of the defect or replacement of the product, but not longer than another 30 days in relation to the time limit specified in the first sentence above.
18. Replaced products and parts obtained from the repair of the product shall become the property of Nyborg-Mawent S.A.
19. In case the complaint is found justified, Nyborg-Mawent S.A. shall bear the costs of transport, including the costs of express delivery of the defective products, as well as the costs of travel and stay of the Nyborg-Mawent S.A.'s service technicians at the place of installation of the product at the User's premises.
20. In case the complaint is found unjustified, Nyborg-Mawent S.A. shall invoice the User for the costs incurred in connection with the complaint (expert opinion, travel, express delivery, etc.).
21. Nyborg-Mawent S.A. shall not be liable for any losses incurred by the User or any third party as a result of failure or malfunction of the product, both during the warranty period and after the warranty period, except for damages caused intentionally by Nyborg-Mawent S.A.
22. The liability of Nyborg-Mawent S.A. under statutory warranty for physical and legal defects is excluded.

PREZES Zarządu  
  
Piotr Jaskólski