

GENERAL TERMS AND CONDITIONS OF GUARANTEE
General Terms and Conditions of Guarantee valid from 1st August 2013

1. The warranty is granted by APLISENS S.A. with its corporate seat in Warsaw, Poland (Aplisens) for the 24 month period with reference to the Buyer and persons obtaining devices from the Buyer (Users). Period stated above starts from the date in which devices had been sold by Aplisens.
2. Warranty is granted ranging quality and proper operation of the devices with all elements of the devices installed by Aplisens and mentioned in documentation, especially in the certificate.
3. Warranty is in full force under the condition of using the devices properly along with the purpose determined in the manual.
4. Warranty does not apply to the claims in connection with technical parameters if they are in conformity with the parameters stated by Aplisens in the certificate and are adequate to the Buyer's order.
5. Warranty reparations does not cover periodical maintenance and inspection of the devices, especially cleanings, adjustments, operation verifications, service or software errors corrections and other actions to which Buyer is obliged.
6. Warranty does not apply to devices which are damaged mechanically or electrically through occurrences not attributable to Aplisens, especially:
 - a) damage in connection with negligent delivery, loading, unloading, installation or activating;
 - b) damage in connection with improper usage or usage against manual or safety regulations;
 - c) damage in connection with fire, flood, lightning or other natural disasters, war or social anxiety, unforeseeable accidents, overvoltage on the power grid and / or telecommunications, connection to the grid against manual;
 - d) devices altered or repaired by party other than Aplisens.
7. Aplisens does not bear responsibility if required warranty services cannot be performed due to the import/export restrictions on spare parts or other legal provisions, unforeseeable circumstances preventing from reparation or negative effects of force majeure.
8. The place in which all warranty reparations and after warranty reparations shall be performed is corporate seat of APLISENS S.A. in Warsaw.
9. In order to perform warranty User is obliged to contact Buyer (Dealer)
10. Buyer is obliged to contact Aplisens technical support department prior to dispatch of defective device.
11. Buyer is responsible for shipment of the devices in the manner indicated by Aplisens and shall use carrier pointed out by Aplisens.
12. Dispatch cost of the devices under warranty (in case of the accepted warranty claim) shall be covered by Aplisens. If the devices are no longer under warranty dispatch cost shall be covered by the Buyer.

13. Aplisens will cover the dispatch cost only from and back to the place which is pointed out in the original agreement between consenting parties.
14. In order to execute rights under warranty Buyer shall deliver to Aplisens:
 - a) defective device;
 - b) device's certificate which as well constitutes the Warranty Certificate.
15. Defective device while delivery shall be packed properly in order to avoid physical damage during shipment. Device shall be sent in a box covered with either foam or bubble wrap. If the dispatch covers more than one device, each device shall be packed separately.
16. All and any damage due to improper packaging shall be covered by the Buyer.
17. Delivered devices shall meet basic hygienic conditions, otherwise all actions undertaken by Aplisens in order to remove impurities shall not amount to warranty service and shall be charged. Further warranty actions may entail execution of stated above.
18. Within 7 days Aplisens will determine the cause of damage and whether the repair can be performed under warranty. In case of repair under warranty Aplisens will specify the time of its performance. In case of post-warranty repairs, Aplisens will determine the time of performance and additionally estimated cost of the repair. Period stated above shall begin on the first working day following the date of delivery.
19. If the defect involves only a part of the device and can be disconnected from the device operating in accordance with the technical and exploitation conditions stated in the manual, Buyer's rights under warranty are limited to the defective part.
20. Buyer shall be entitled to replacement of the device if during the period of warranty Aplisens performed two warranty repairs and the device will be recognized still as defective, which will prevent from the proper usage. Aplisens shall state in writing that the defect removal is impossible. In the event of an extraordinary circumstances (e.g. lack of device in the offer) in which replacement is impossible to perform, Aplisens shall replace faulty device by the device with similar technical parameters. Such replacement shall be considered as fulfillment of the obligations under warranty.
21. Aplisens has proprietary rights to any and all defective devices and its parts replaced under warranty.
22. Aplisens shall not be liable for any loss damage or destruction of the device due to reasons other than defects inherent in the device, and shall not be liable for damage other than actually incurred, caused by defective device. Warranty rights does not cover Buyer's reimbursement of the lost profits in connection with the failure of the device. Aplisens shall not be liable for bodily injury resulting from the improper usage of devices.
23. Aplisens liability for defects of the device is limited to the warranty obligations stated hereunder . Aplisens liability resulting from warranty stipulated by the law is excluded by the Parties.