

GENERAL GUARANTEE TERMS AND CONDITIONS

SORIMEX sp. z o.o. sp. k. with its registered office in Toruń at Równinna 25 guarantees faultless operation of a product manufactured by the Company and specified in the product guarantee, hereinafter referred to as "Product", in accordance with technical and operating conditions described in the operating manual. This guarantee shall be effective within the territory of the European Union, Belarus and Ukraine.

GENERAL PROVISIONS

1. SORIMEX sp. z o.o. sp. k. undertakes to deliver Products that are brand new and in the operational condition.
2. This guarantee shall cover Product defects resulting from faulty parts or manufacturing defects. The guarantee liability shall only cover defects resulting from causes inherent to the item sold.
3. The guarantee shall apply to the Buyer's claims within **12 months** of issuing the Product to the Buyer.
4. Under this guarantee, SORIMEX sp. z o.o. sp. k. undertakes to remedy physical defects in the purchased Product or to replace it with a new one free of defects when the said defects are discovered during the guarantee period.
5. Before sending the Product to SORIMEX sp. z o.o. sp. k., the Buyer shall notify the defect or faulty operation in writing, by fax, letter or e-mail.
6. For the Buyer to benefit from rights under this guarantee, when requesting the guarantee service it shall provide all of the following:
 - a. valid proof of purchase
 - b. defective Product
7. The Buyer undertakes to immediately check the received Product for possible visible defects.
8. The manufacturing standard shall be used as standards for correct operation of the Product.

RULES FOR NOTIFYING MATERIAL COMPLAINTS CONCERNING PRODUCT QUALITY

9. Quality complaints concerning visible defects (e.g., colour, length, shape, etc.) should be notified to SORIMEX sp. z o.o. sp. k. no later than within 7 calendar days of goods collection, hidden defects should be notified no later than within 7 days of their finding, or it shall lose its rights under this guarantee.
10. When delivering a defective Product to SORIMEX sp. z o.o. sp. k., and, in particular, sending it by any third persons, the Buyer shall be obliged to provide it with appropriate packaging. The Buyer shall be solely responsible for all damages or defects in the Product resulting from its inappropriate packaging.
11. The Product delivered to SORIMEX sp. z o.o. sp. k. must meet basic hygienic conditions, otherwise the activities undertaken by SORIMEX sp. z o.o. sp. k. to remedy this situation shall not be included in a scope of the guarantee service and shall be treated as paid activities. SORIMEX sp. z o.o. sp. k. may make performance of its guarantee obligations conditional on performance of the above activities.

GUARANTEE PERFORMANCE

12. A defect notified within the guarantee period provided for in section 3 shall be remedied by SORIMEX sp. z o.o. sp. k. within 14 days, subject to section 17. This period shall be counted from the first working day following a date of the Product delivery to SORIMEX sp. z o.o. sp. k. When participation of any third parties is required for handling the complaint, the period for handling the Buyer's guarantee claim shall be extended for the time required to examine the sold Product. In that event the Buyer shall be individually notified about a date for settling the guarantee claim.
13. When the complaint is accepted, SORIMEX sp. z o.o. sp. k. can, at its own discretion, either remedy the physical defect in the item or replace the Product with a new, defect-free one. When the complaint is settled in the way described above, any further claims shall be excluded.
14. The Buyer shall be entitled to receive a new Product when:
 - a. during the guarantee period, provided for in section 3, SORIMEX sp. z o.o. sp. k. conducts three guarantee repairs of similar scope, and the Product has defects preventing its use as intended;
 - b. SORIMEX sp. z o.o. sp. k. shall not fulfil its obligations specified in section 12;
 - c. defect cannot be remedied.

15. When, in specific situations (e.g., the Product is no longer commercially available), the Product cannot be replaced with the Product of the same type, on the Buyer's consent SORIMEX sp. z o.o. sp. k. shall replace the Product with a Product of a different type of the closest possible technical parameters or reimburse the paid price to the Buyer. Such actions shall also be deemed as fulfilling the guarantor obligations. SORIMEX sp. z o.o. sp. k. shall replace the Product with a new one within a date agreed with the Buyer, but not exceeding 21 days of occurrence of one of circumstances listed in section 14. The period shall be counted from the first working day following a date of occurrence of one of the specified circumstances.
16. When the Product is replaced with a new one, the guarantee period shall run anew, starting with a date of the Product replacement.
17. When SORIMEX sp. z o.o. sp. k. finds that the notification was groundless, in whole or in part, SORIMEX sp. z o.o. sp. k. shall notify the Buyer about that fact within 14 days of the complaint notification and shall propose a paid repair or paid Product replacement. When the notification is groundless in whole, SORIMEX sp. z o.o. sp. k. shall return the Product to the Buyer at the Buyer's cost.

GUARANTEE LIMITATIONS

18. The Guarantee shall not cover deterioration in the Product quality resulting from normal wear and tear, and from the following cases:
 - a. damage caused by incorrect use or excessive use of the Product, Buyer's negligence or use of the product contrary to safety regulations;
 - b. use or leaving the Product in adverse conditions (excessive humidity, too high or too low temperature, direct sunlight, etc.);
 - c. damages to the Product caused by its user following inappropriate or contrary to the operating manual use of the Product, including its assembling, installation and maintenance;
 - d. mechanical, chemical, or thermal damage or wilful damage to the Product intending to cause its defect;
 - e. damages to the Product caused by its repair performed by unauthorised persons;
 - f. when Products are damaged due to modifications and design changes made by unauthorised persons;
 - g. when Products are damaged by fire, flood, lightning or other natural catastrophes, flooding with liquid, power surges, or power supply connection contrary to directions in the operating manual.
 - h. when Products not labelled as "resistant to a defibrillation impulse" are damaged by a defibrillation impulse;
 - i. When Product LOT (batch) number was changed, obscured or erased in any way.
19. The manufacturer shall not be held liable under this agreement (guarantee services) when required repairs cannot be performed due to import/export restrictions concerning spare parts, or other legal regulations, unforeseen circumstances preventing performance of the repair, or negative consequences of a Force Majeure event.

FINAL PROVISIONS

20. All defective Products or parts replaced under the guarantee shall be a property of SORIMEX sp. z o.o. sp. k.
21. SORIMEX sp. z o.o. sp. k. shall be entitled to demand delivery of a defective Product on the Buyer's expense.
22. SORIMEX sp. z o.o. sp. k. shall deliver the repaired or replaced Product, at its own cost, to the Buyer.
23. The manufacturer shall not be responsible towards the Buyer for loss, damage or destruction of the Product resulting from causes other than defects in the Product, and shall not be held liable for other damages caused by Product defects.
24. By accepting these Guarantee Terms and Conditions the Buyer waives its right to deduct its claims.