



Alternators, Starters & Parts

### **I30-GUARANTEE TERMS AND CONDITIONS**

1. Terms and Conditions specify the liability rules of the Seller, i.e. *AS-PL Spółka z ograniczoną odpowiedzialnością*, under quality guarantee granted for products sold by *AS-PL Sp. z o.o.* and the Guarantee Claim Consideration Procedure in the event defects are found in the products sold. These Terms and Conditions shall apply to any sale both to domestic and foreign companies.
2. *AS-PL Sp. z o.o.* grants the following warranties for the sold products:
  - 24-month quality warranty for products purchased after 1.08.2018
  - 12-month quality warranty for products purchased until 1.08.2018

In each case the warranty terms starts on the date of sale as shown in the document confirming sale to the end customer by the last seller, providing that the warranty ends no later than 36 months after the date of delivery of the goods to the Buyer.

3. The guarantee shall cover exclusively any defects arising due to reasons inherent in the product sold (hidden production or material defects) revealed within the guarantee period.
4. A guarantee claim shall be rejected if any of the following is found:
  - a. the product defect is due to improper fitting,
  - b. the product defect occurred during transport,
  - c. the product was improperly used, used for purposes other than intended, used contrary to the manual or improperly maintained,
  - d. the consumables recommended by the producer were not used,
  - e. the malfunction of or damage to the product was caused by a failure of the machine of which the product complained about was a part,
  - f. the product was mechanically damaged by the Purchaser or third parties,
  - g. the defect noticed by the Purchaser does not occur under standard use conditions,
  - h. the product was altered, modified, repaired or dismantled,
  - i. the defect occurred due to normal wear and tear of the product.
5. Any guarantee notifications shall be considered within 30 days from the receipt by *AS-PL Sp. z o.o.* of the complete notification and the product. If the Purchaser submits a guarantee notification later than 24 months after the date of product delivery, it shall be accompanied by the photocopies of documents that indicate the date of purchase by a retail customer (a receipt or an invoice) and of documents that confirm that the customer has notified the last seller of the

occurrence of the defect. *AS-PL Sp. z o.o.* shall each time notify the Purchaser of the method of consideration of the notification. The detailed procedure of quality guarantee claims consideration is attached hereto in “Quality Guarantee and Product Non-conformance Claims Consideration Procedure”.

6. In the event a guarantee claim is accepted, *AS-PL Sp. z o. o.* shall, at its own option and within 30 days since the acceptance of the guarantee claim, replace the product with the same defect-free product or with a similar product with parameters not worse than of the product complained about, or shall reimburse the Purchaser for the nominal price of the product.
7. In the event a guarantee claim is rejected, the Purchaser shall collect the product at the Purchaser’s own expense within 7 days since the receipt of *AS-PL Sp. z o.o.* notification of the claim rejection. Should the Purchaser fail to collect the product within 30 days since the receipt of *AS-PL Sp. z o. o.* notification of the claim rejection, *AS-PL Sp. z o.o.* shall dispose of the product whereas the Purchaser shall have no right to claim compensation.
8. *AS-PL Sp. z o.o.* shall not be held liable for any possible losses incurred by the Purchaser in connection with the occurrence of the defect, shall not cover any costs of assembly or disassembly of the product or any other possible additional costs relating to the use of the defective product or shall not be held liable for any lost profits, including the loss of customers, reduced sales or incomes, loss of the company’s repute or damages incurred in connection with any proceedings initiated by third parties. *AS-PL sp. z o.o.* also does not cover the costs of transport / shipping of the defective products by the Purchaser to *AS-PL sp. z o.o.*, nor the costs of transport / shipping of the defective products by the end customer to the Purchaser.
9. In the event the Purchaser accepts a complaint or other claims made by the Purchaser’s customers without prior notification to *AS-PL Sp. z o.o.* of the complaint and without conducting the complaint procedure by *AS-PL Sp. z o.o.* in accordance with the rules specified herein, *AS-PL Sp. z o. o.* shall be released from any guarantee liability both towards the Purchaser and the Purchaser’s customer.
10. These rules shall apply also to any subsequent guarantee notifications regarding the same product.
11. *AS-PL Sp. z o.o.* reserves the guarantee is automatically lost if the Purchaser fails to satisfy any of the Guarantee Terms and Conditions or the Guarantee Claim Consideration Procedure.
12. Since the Seller has introduced a voluntary quality guarantee, the Purchaser’s rights under the implied warranty for defects resulting from the provisions of the Polish Civil Code shall be excluded.