

GENERAL WARRANTY CONDITIONS

in force since November 10th 2020

1. EVOTEC sp. z o. o. located in Poland, Lublin ul. Tokarska 9B, hereinafter referred to as the Seller, provides high quality of covers purchased directly from the Seller by the Buyer who is not a consumer, on condition that the covers are used by the Buyer in accordance with the purpose described in the Instruction Manual.
2. The warranty concerns a cover.
3. The Seller provides warranty for the cover according to the Instruction Manual supplied with the cover. The warranty period is specified in the Instruction Manual. The warranty period is counted from the moment of the cover being sold by the Seller.
4. Any faults in the cover revealed within the warranty period will be fixed free of charge.
5. The warranty is valid and applicable in the Republic of Poland.
6. The warranty repairs do not include periodical cover maintenance, particularly cleaning, regulations, work checks and other activities that can be done by the Buyer.
7. Warranty does not include covers with mechanical damage or any damage not caused by any fault of the Seller, particularly:
 - a) covers damaged by negligence during transport, loading, unloading, installing or de-installing,
 - b) damage caused by improper use or use of the cover in a way incompatible with the Instruction Manual or workplace safety rules,
 - c) mechanical damage,
 - d) covers damaged due to a fire, flood, lightning strike or other natural disasters, war or social unrest, unforeseen accidents, overvoltage in the energetic or communication lines,
 - e) covers in which someone other than the Seller has made changes, adjustments or repairs.
8. The warranty does not cover claims due to technical parameters of the cover, as long as they are the same as those given by the Seller.
9. The warranty does not cover claims due to natural wear of materials used for making the cover as a result of external factors, the aging process, etc.
10. The warranty does not cover claims due to damage caused by chemical, thermal, mechanical, light factors and other factors whose effect on the cover is not compliant with the instruction manual and technical expertise.
11. The Seller does not bear responsibility as a result of this agreement (warranty service) if the expected repairs cannot be performed due to import/export restrictions on materials, or other rules of the law, unforeseen circumstances that make it impossible to perform the repairs, or negative results of a higher force.
12. The condition of the Buyer making use of the warranty rights is presenting at the time of requesting the warranty service both:

- a) the Instruction Manual,
- b) the faulty cover,

and supplying the Seller with all necessary information about the fault, according to the Seller's guidance.

If no Instruction Manual and faulty cover are presented and/or no detailed information is provided, it is assumed that the Buyer withdrew from the warranty request.

13. The place of performing warranty repairs is the location of EVOTEC Sp. z o. o. in Lublin, Poland or any other place specified by the Seller.
14. The Buyer reports the fault in the cover to the Seller no later than 3 days from the day when the fault in the cover was or could have been noticed. Not adhering to this time results in warranty rights being voided. In a case where due to the circumstances of the fault it is obvious that the Buyer, despite their claims, did not keep the aforementioned time, causing the fault to become worse, the Buyer is charged with full cost of repairs.
15. In case of receiving a warranty notice from the Buyer, the Seller can verify the faults of the cover that the claim regards in their place of use. If the Buyer refuses to allow the Seller to perform verification, it is assumed that the Buyer withdrew from the warranty request.
16. The Buyer is obliged to send the faulty cover by transport service specified by the Seller when accepting the notification about the fault.
17. When delivering the cover and the Instruction Manual to the place of repairs specified by the Seller, especially when using a third party transport service, the Buyer is obliged to properly pack the cover. Any damage or destruction resulting from improper packing are sole responsibility of the Buyer.
18. The cover delivered to the Buyer should be compliant with basic hygienic norms, otherwise the actions performed by the Seller in order to clean the cover are not included in the warranty service and the Buyer will be charged with the cost. The Seller may withhold performing the warranty duties if this condition is not kept. However, the Seller may also clearly request that the Buyer delivers a cover that had not been cleaned.
19. The fault reported within the warranty period mentioned in the Instruction Manual will be removed by the Seller within 21 days. The time begins on the first working day after the cover has been delivered to the Seller. The realization time of the repairs may be different (shorter or longer) than stated above, if both Buyer and Seller decide so.
20. If only part of the cover is faulty and it can be detached from the part that works according to the conditions described in the Instruction Manual, the Buyer's warranty rights are limited to the faulty part only.
21. The Seller will not be responsible for loss, damage or destruction of the cover caused by any other factors than faults in the cover itself, and will not be held responsible for any other damage caused by faults in the cover other than those that was caused in reality.
22. The warranty rights do not include a right of the Buyer to demand a return of lost income due to the fault in the cover.

23. The Seller is not liable for a health detriment if it results from incorrect use of the cover.
24. Any cases not mentioned above are regulated by the laws of the Polish Civil Code.
25. These General Warranty Conditions are an integral part of all agreements made after November 10th 2020.