



General Warranty Conditions of JBGHT for the foreign customers

General Provisions

1. These GWC constitute general terms and conditions of contracts within the meaning of Article 384 et seq. of the Act of 23 April 1964 on the Civil Code and are applied by JBG-2. They constitute an integral part of the Contracts and are binding on the Parties unless the Parties explicitly agree on the different provisions. Any amendments, additional arrangements, suspensions require a consent of both Parties expressed in writing.
2. The GWC are mandatory provisions in all forms of the Contracts concluded between the Parties and are not subject to exclusion, limitation or repeal upon a placement of the order by the Purchaser or an acceptance of an offer of JBG-2 by the Purchaser, in particular through a unilateral declaration of the Purchaser, addressing to JBG-2 the conditions of orders or other acts regulating the subject of a purchase by the Purchaser or through the wording contained in the general conditions applicable to the Purchaser.
3. The contractual provisions, individually agreed and confirmed in writing by JBG-2 with the Purchaser, shall prevail over the provisions of these GWC within the scope, in which they contain regulations different from these GWC.
4. The Purchaser by way of placing the order or by accepting the offer, declares implicitly, that the Purchaser has familiarized with the GWC content and has accepted it.

Definitions

1. The Price List of JBG-2 – a set of prices unilaterally determined by JBG-2, applicable within the period determined by JBG-2, relating to the Subject Matter of the Contract, its individual types, varieties, spare parts, components, additional services.
2. Warranty – a guarantee granted by JBG-2 to Purchaser, constituting a contractual obligation of JBG-2 (the Warrantor) to be liable for the Defects arising in the Subject Matter of the Contract, expressed through actions aimed at elimination of the Defect, if these Defects are disclosed within the time limit specified in the Warranty.
3. JBG-2 – JBG-2 Sp. z o.o., with its registered office in Warszowice (43-254), 5 Gajowa Street, registered in the Register of Entrepreneurs of the National Court Register in the Regional Court in Gliwice, 10th Commercial Division of the National Court Register, KRS number: 66339, Tax Identification Number (NIP): 6342383421, share capital PLN 2,300,000.00.
4. Purchaser – a natural person, organisational unit or legal entity purchasing the Subject Matter of the Contract from JBG-2 under the Contract.
5. GWC – General Warranty Conditions of JBGHT.
6. GSC – General Sale Conditions of JBGHT.
7. Parties – JBG-2 and the Purchaser entering into the Contract.
8. Subject Matter of the Contract – a heating pump, specified in Contract.
9. Force Majeure – an event of an external, accidental or natural (elementary) nature, which cannot be avoided or foreseen, in particular events of a catastrophic nature, acts of nature and extraordinary events in the form of disturbances of collective life, such as wars, national riots,



epidemics, quarantines or in the form of disturbances of a private nature, connected with ensuring an uninterrupted supply of the Subject Matter of the Contract, such as power and other operating factors, interruptions in the provision of the Internet or digital connections if without their provision the manufacturing facilities are not able to function properly, interruptions in the supply of materials and components of the Subject Matter of the Contract occurring for reasons beyond the control of JBG-2.

10. Contract – a mutual obligatory relationship between the Parties concluded on the basis of an offer accepted by the Purchaser from JBG-2, placing an order by the Purchaser and its subsequent acceptance by JBG-2, a written delivery or sale contract or orders made under a separate framework cooperation contract between the Parties, in terms of the delivery of the Subject Matter of the Contract.
11. End User – a natural person, organisational unit or legal entity purchasing the Subject Matter of the Contract directly from JBG-2 under the Contract or through a third party who is the Purchaser.
12. Defect – a physical defect in the Subject Matter of the Contract, arising from the reasons inherent in the Subject Matter of the Contract, as a result of which the usability of the Subject Matter of the Contract is reduced, taking into account the purpose specified in the Contract or another agreement, or resulting from the circumstances or purpose of the Subject Matter of the Contract.

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Warranty Conditions

1. JBG-2 grants a 24-months Warranty in respect of the Subject Matter of the Contract.
2. Under the Warranty, JBG-2 undertakes to provide the Purchaser with spare parts to Subject Matter of the Contract for the purpose of removing Defect and the Purchaser undertakes to provide by it's own actions installation of spare parts received, removing the Defects, as well as provide servicing and maintenance of the Subject Matter of the Contract.
3. The delivery of spare parts shall be to the address of the original delivery of the Subject Matter of the Contract or to the address of the registered office of the Purchaser or to other address agreed by the Parties. JBG-2 also foresees the possibility of delivery to another address specified by the Purchaser, provided that in this case the Purchaser may be obliged to cover the costs of such delivery.
4. The cost of spare parts and its delivery rests on JBG-2 and the cost of installation of spare parts received, removing the Defects, as well as provide servicing and maintenance of the Subject Matter of the Contract rests on Purchaser.
5. The delivery of spare parts shall take place as soon as possible, but no later than within 30 days from the date of acknowledgment of the warranty claim by JBG-2. JBG-2 reserves the right to extend the time limit for the elimination of the Defect in the event of obstacles beyond the control of JBG-2. JBG-2 is also obliged, under the Warranty, to provide the Purchaser with technical support (from the registered office of JBG-2) to the necessary extent as a part of the implementation of the Warranty.
6. The Warranty period runs from the date of delivery established on the basis of INCOTERMS 2020 rules.



7. The Warranty is valid under the condition that the installation, assembly, assemblage and use of the Subject Matter of the Contract was according to its intended use and in compliance with the recommendations (instructions) of JBG-2 by the Purchaser or the End User.
8. The Purchaser may, in his/her own name, at his/her own responsibility, risk and expense, guarantee the additional warranty rights to the End User or extend the provisions contained in the GWC to the benefit of the End User. JBG-2 shall not be liable towards the End User for representations and declarations, other than those contained in the GWC, concerning the Subject Matter of the Contract made by the Purchaser or the third parties.
9. In a situation in which the End User, in spite of being aware of the Defect, performed installation or assembly operations on the Subject Matter of the Contract, JBG-2 shall be released from liability under the Warranty.
10. The Warranty is binding on the territory of the first delivery.

4 Exclusion of the Warranty

The Warranty and the warranty of maintaining the peak power of the Subject Matter of the Contract shall in particular not cover:

- 1) damages due to the improper use and storage of the Subject Matter of the Contract, not in compliance with the operating instructions;
- 2) mechanical damage and the defects resulting therefrom, as well as failures caused by the external factors such as: flooding with liquid, too high or too low temperature, lightning, fire, incorrect voltage in the electric network, the effects of chemical agents, as well as others being beyond the control of JBG-2;
- 3) periodic inspections, maintenance and repair or replacement of parts due to normal wear and tear (scratches, hard-to-remove dirt, worn down inscriptions, etc.)
- 4) an introduction of modifications to the Subject Matter of the Contract not approved by JBG-2;
- 5) damage or malfunction resulting from the use of non-original or remanufactured consumables;
- 6) a breakdown of the electrical supply;
- 7) a defective or partial operation of the Subject Matter of the Contract caused by a conflict or incompatibility between the installed Subject Matter of the Contract and the working environment and the influence of conditions outside the Subject Matter of the Contract, as well as breakdowns of the Subject Matter of the Contract caused by the operation or improper connection of other devices or installations that directly or indirectly have an impact on the operation of the Subject Matter of the Contract;
- 8) improper or non-compliant use, installation, maintenance or storage;
- 9) faulty installation of the upper or lower heat source;
- 10) failure of the upper or lower heat source;
- 11) first-time use by unauthorized persons;
- 12) repairs, modifications or alterations made by unauthorized persons.



Warranty Procedure

1. All Defects should be reported via mail or e-mail, at the latest within 14 days from the date of disclosure of the Defect.
2. Warranty claims should be submitted to the JBG-2 registered office or to the following e-mail address: serwis@jbght.com
3. The complaint should be accompanied by a detailed description of the Defect, serial number, and other information duly showing the Defects reported by the End User.
4. A failure to observe the time limits for notification of the Defect shall be equivalent to a rejection of the warranty claim.
5. JBG-2 shall respond to the complaint in the form corresponding to the complaint within 30 days, counted from the date of receipt of complete documents and information necessary to process the complaint. The time limit for responding to the complaint may be extended by the time required to make a substantial and complete assessment of the complaint, however not more than 14 days.
6. In case of the claim approval, the Purchaser shall at its own cost return the defective part(s) to JBG-2's authorized service centre, indicated by the JBG-2. JBG-2 will, at its discretion, either repair or replace the defective part(s) with a new or refurbished part(s). JBG-2's authorized service centre will provide the Purchaser with free from defects part(s) at its own cost.
7. JBG-2 reserves the right to make changes to its service parts at any time and without obligation to modify previously manufactured parts.
8. JBG-2 reserves the right to demand from Purchaser to direct the complained Subject Matter of the Contract to the indicated laboratory for the purpose of providing expertise. In case of positive examination, showing responsibility of JBG-2 for Defect, JBG-2 shall reimburse documented costs of the expertise, preliminary covered by Purchaser.
9. In the absence of the possibility to provide the Subject Matter of the Contract of the same type, JBG-2 reserves the right to replace it with the Subject Matter of the Contract of a different type, provided that the Subject Matter of the Contract of a different type shall correspond to the quality and parameters of the replaced Subject Matter of the Contract.
10. In case where a warranty claim proves to be unfounded, all costs incurred by JBG-2, in connection with its submission of claim under the Warranty, shall be covered as for out of warranty activities.
11. A detailed description of the prices of services and items provided out of warranty shall be provided by JBG-2 to the Purchaser in each case, depending on the circumstances.

Liability

1. Customary insignificant deviations in colour and patterning or shape of the Subject Matter of the Contract from their patterns shall not give rise to warranty procedure.
2. Any further claims of the Purchaser to the fullest extent possible by law are excluded, in particular JBG-2 is not liable for damage suffered by the Purchaser (harm, property loss and lost profits).
3. The warranty liability of JBG-2 is limited to the value of the Subject Matter of the Contract.



4. JBG-2 is not liable for damages and losses resulting from the inability to use the Subject Matter of the Contract during the warranty procedure.
5. JBG-2 may refrain from performing its obligations under the Warranty in case where the Purchaser is in arrears with payments - if the End User is the Purchaser.
6. The lodging of claims for the Defects does not release the Purchaser from the obligation to make payment for the Subject Matter of the Contract within the agreed time limit.

7 Force Majeure

1. JBG-2 shall not be liable in case of a failure to perform its obligations under the Warranty, if this has been due to causes beyond its control, which could not have been foreseen at the time of concluding the Contract and which could not have been avoided due to an occurrence of Force Majeure.
2. The occurrence of Force Majeure shall entitle JBG-2 to suspend further performance of the Warranty for the duration of Force Majeure, and in case of a prolonged and arduous nature of Force Majeure, to withdraw from further performance of the Warranty.
3. In case where JBG-2 takes a decision within the scope of section 2, the Purchaser shall not be entitled to claims for damages due to an occurrence of damage or lost profits.

8 Final Provisions

1. The governing law in respect of the GWC shall be the Polish law.
2. Any disputes arising between the Parties shall be settled according to the Polish law, excluding the Vienna Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980.
3. The disputes shall be settled in accordance with the rules of arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with those rules and the ICC Rules of Arbitration. At the same time, the Parties shall indicate the city of Katowice as the place of arbitration and agree that the arbitration proceeding shall be conducted in English.
4. Invalidity or ineffectiveness of some provisions of the GWC fails to affect the validity or effectiveness of the remaining provisions.
5. JBG-2 reserves its right to amend these GWS at any time, on its discretionary, unilateral decision. The amended GWC shall apply within date indicated by JBG-2 or in case of no indication by JBG-2 of entering into the force date, on date of GWC publication on JBG-2 website.
6. The Purchaser is not permitted, without the consent of JBG-2, provide knowledge and information obtained as a result of commercial contacts with JBG-2 to the third parties in matters covered by the trade or business secret.

