

GENERAL TERMS AND CONDITIONS OF WARRANTY TM TECHNOLOGIE Sp. z o.o.

This General Terms and Conditions of Warranty, hereinafter referred to as the GTCW, define the principles of granting a warranty for the products of TM TECHNOLOGIE Sp. z o.o. with its registered office in Morawica, covered by these GTCW.

I. General Provisions

1. Any references herein to the following terms shall be understood as follows:
 - a. The Guarantor (also the Seller) – TM TECHNOLOGIE Sp. z o.o with its registered office in Morawica 355, 32-084 Morawica, registered in the District Court for Kraków-Śródmieście in Kraków, XIIth Commercial Division of the National Court Register, share capital of PLN 50,000 KRS [National Court Register No.]: 0000144891, NIP [Tax ID No.]: 6772203278,
 - b. The Buyer – an entrepreneur within the meaning of the Act of 6 March 2018 – The Law of Entrepreneurs – Journal of Laws of 2018, item 646, purchasing products for professional use directly from the Seller,
 - c. Parties – the Guarantor (also the Seller) and the Buyer,
 - d. product – electronic/electrotechnical device offered by the Seller, listed in Tables A, B, and in section IV(1) herein,
 - e. system – a multi-product system for central monitoring of emergency lighting or central power battery system, offered by the Seller as a single commercial item marked as “DATA”, “DATA 2”, or „CB”,
 - f. force majeure – all circumstances that cannot be predicted at the time the Buyer purchases the products from the Seller, cannot be prevented, and on which neither Party has or will have influence. In particular, these are: acts of war or terror, riots, strikes, lock-outs, and other collective disputes, embargoes, natural disasters, fires, sabotages, Seller's plant failures, as well as any other random events as a result of which the manufacture of products has been stopped, chemical or radioactive contamination or poisoning of persons, real estate or movable property, as well as breakdowns of means of transports by which the products covered by the Buyer's order are transported, activities of government agencies in the scope of fulfilling import or export obligations, changes in the binding legal provisions that partially or completely prevent the execution of the order,
 - g. working days – weekdays, Monday to Friday, with the exception of public holidays,
 - h. Seller's website – website at www.tmtechnologie.pl.
2. These GTCW are available on the Seller's website. These GTCW apply only to products placed on the market after May 15, 2022 and purchased in the course of professional activity directly from the Seller.
3. These GTCW apply only to products sold under the brand name of TM TECHNOLOGIE.
4. These GTCW do not apply to the software offered by the Seller.
5. These GTCW do not apply to non-standard products, i.e. products modified at the customer's request.
6. The Guarantor allows the possibility of granting, at the Buyer's request, an extended warranty in relation to that described in these GTCW, referred to as “non-standard terms and conditions of warranty”. “Non-standard warranty conditions” shall be defined in a separate, written agreement concluded between the Guarantor and the Buyer. In the event of discrepancies between the warranty terms resulting from the GTCW and „non-standard warranty conditions”, the GTCW shall prevail.
7. No other warranties are granted except for the warranty referred to herein; therefore, the following warranties are not granted: implied warranties, in particular warranties covering loss of profits, indirect costs incurred as a result of a product defect, reimbursement of expenses related to disassembly and assembly of a product, statutory warranty claims, reimbursement of transport costs, accommodation and rental of equipment to remove defects, repair of defects resulting from faulty assembly or incorrect use of products or installations which contain the product.

II. Terms and Conditions of Warranty

1. The Guarantor guarantees that the products are free from hidden material and workmanship defects.

2. In the case of discovery of a hidden workmanship or material defect of a product, the Guarantor will repair or replace the product free of charge on the terms specified in these GTCW.
3. The warranty is valid from the time of purchase, i.e. the day of issuing the invoice for the sale of a product, throughout its duration in accordance with these GTCW.
4. The Guarantor grants the warranty only to the Buyer and only for products sold and operating under the brand name of TM TECHNOLOGIE in Europe and the Middle East.
5. The warranty granted covers only the removal of a hidden workmanship or material defect of a product by repairing or replacing the product or a part thereof with a new one, free from defects.
6. The warranty does not cover damage to sub-assemblies that occur as a result of normal wear and tear during use, i.e. the loss of capacity of battery packs, loss of efficiency and colour of light sources, which are strictly dependent on the operating conditions.
7. The warranty granted does not cover damage to products resulting from improper installation or use. It also excludes damage from flood, random events, unauthorised modifications to products, their mechanical damages and other events (including in particular force majeure), which are beyond the Guarantor's control.
8. This warranty does not apply:
 - a. to products installed and/or operating in conditions inconsistent with those specified in the relevant documents, in particular in specifications and/or manuals of a given product,
 - b. to products used for a period longer than 30 days from the date of detecting the defect, including registration by supervisory and control systems used to monitor the status of products,
 - c. to products which were mechanically or chemically modified in the manner inconsistent with the manual or underwent electrical interference, in particular, products exposed to low or high temperatures (outside the product's operating range), whose electrical or electronic systems were damaged by liquid spill, products supplied with voltage other than that specified in the relevant manuals supplied with the product,
 - d. to products not sold under the brand name of TM TECHNOLOGIE,
 - e. to products unable to work properly as a result of external conditions, random events, force majeure, improper use, violation of applicable industry standards, including, in particular, standards for electrical installations,
 - f. in the event of a force majeure, including, in particular, atmospheric discharges causing overvoltage on the power line, natural disasters, state of destabilisation of the region, state of war, etc.

III. Complaint Procedure

1. In order to submit a complaint, the Buyer shall:
 - a. send to the Guarantor a completed "Complaint Form" (available on the Seller's website) by e-mail at: serwis@tmtechnologie.pl; and
 - b. return the product covered by the warranty to the Guarantor's registered office: Morawica 355, 32-084 Morawica.
2. Complaints shall be filed within 30 days from the date of detecting the defect. To meet this deadline, it is important to respect the conditions set out in both paragraph 1(a) and paragraph 1(b) above. The day on which the Guarantor receives the completed "Complaint Form" and the day on which the Guarantor receives the returned product are decisive to meet this deadline.
3. In the course of the complaint procedure, the Buyer is obliged to provide full information of the product, including, in particular, regarding the place of installation of the product and the manner of its use. Each time at the Guarantor's request, the Buyer shall provide access to records relating to the use of products, and to the place where the products are used for the purpose of its inspection. At the Guarantor's request, the user of products under complaint shall provide the Guarantor's representative or other persons authorised by the Guarantor, depending on the situation, with adequate access to them. In addition, if additional tests are necessary, the user of products under complaint shall ensure that such tests can be ran.
4. If the complaint is submitted in the proper way, the Guarantor will inform the Buyer within 30 days from the date of receiving the complaint about the method of its processing by sending them an e-mail to the address from which the "Complaint Form" was received. The deadline for complaint processing may be extended for justified reasons, about which the Guarantor will inform the Buyer in the form indicated in the previous sentence, no later than within 30 days from the date of receiving the notification.
5. If the Guarantor considers the complaint to be unjustified, the product will be returned to the Buyer to the ad-

dress from which the product was sent to the Guarantor, or to the Buyer's address. The total costs incurred by the Guarantor in relation to the complaint procedure shall be borne by the Buyer. In particular, the Buyer shall cover the costs of return and costs related to the inspection of the product's place of use (travel expenses, costs of business trips, accommodation, or other justified costs incurred by the Guarantor in connection with handling the complaint). In the case of an unjustified complaint, submitting and handling the complaint have no effect on the warranty period.

6. If the Guarantor confirms that the product meets the terms and conditions of warranty, the Guarantor shall, at their discretion, repair or replace the product or part thereof with a new one, free from defects. Repair or replacement of the product or a part thereof shall in no case cover the costs of any activities directly or indirectly related to the assembly, disassembly and/or re-assembly of the product, in particular labour costs. Measures referred to in the previous sentence may be taken by the Seller against payment, based on a separate service order.
7. After completing the complaint procedure, if the Guarantor has made a significant repair or replacement of the product or a part thereof with a new one, the warranty period runs again from the date of completing a significant repair or replacement of the product or a part thereof with a new one, free from defects. In the case of non-significant repair, the warranty period is extended from the date of receipt of a valid complaint to the day of repair of the product or part thereof. After handling the complaint, the delivery of products to the Buyer is carried out at the Seller's expense, at the mutually agreed date. Upon the replacement of the product with a new one, the replaced product, at the discretion of the Guarantor, becomes the property of the Guarantor or is at the disposal of the Buyer.
8. If the Guarantor decides to replace the product or a part thereof with a new one, free from defects, but will not be able to replace it due to the unavailability of the product or a part thereof, they may, at their sole discretion, handle the warranty claim by refunding to the Buyer a nominal price paid for the product or by replacing the product with a new one that slightly differs in terms of aesthetics or functionality. In the case of a refund of the nominal price, the first sentence of paragraph 7 above shall not apply.
9. Personal data provided in the course of handling complaints are administered by TM TECHNOLOGIE Sp. z o.o., Morawica 355, 32-084 Morawica. In matters related to the processing of personal data, please contact us at rodo@tmtechnologie.pl. Personal data are processed for the purpose of handling complaints. The provision of personal data is voluntary, but necessary for the implementation of the objective specified above. Data are processed in accordance with Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Data will be processed for the time necessary to handle the complaint and limitation of claims arising from the warranty. Decisions will not be made automatically on the basis of the personal data collected. Personal data can be transferred to the Controller's employees, collaborators, suppliers of IT tools and systems, as well as entities providing IT support, postal and courier operators, payment system operators, including banks, entities responsible for professional destruction of data, certifying bodies, auditing entities, entities providing consulting services, legal support. Data will not be transferred to a third country or an international organisation. Data subject is entitled to: request access to his/her personal data, their rectification, erasure or restriction of processing, to raise objections against their processing, to move his/her data, complain to the President of the Office for the Protection of Personal Data.
10. In the event of the necessity of outsourcing of the personal data processing within the framework of cooperation between the Parties, the Parties undertake to conclude a separate agreement in this respect.

IV. The Warranty Period

1. The Guarantor grants the Buyer a warranty for products for periods indicated in Tables A and B below, including separate warranty periods for products with LED and FLUO (fluorescent) light sources as well as separate warranty periods for subassemblies and components.

A. Warranty periods (months) for products with LED light sources

Product version	Product type			
	Emergency and evacuation fittings		Emergency power supply kits	
	Subassemblies and components			
	Body, electronic system, light source	Battery	Body, electronic system	Battery
ST	24	12	24	12
AT	36	24	24	12

DATA, DATA 2, DALI	60	24	24	12
CB	60	12	24	12

B. Warranty periods (months) for products with FLUO (fluorescent) light sources

Product version	Product type			
	Emergency and evacuation fittings		Emergency power supply kits	
	Subassemblies and components			
	Body, electronic system, light source	Battery	Body, electronic system	Battery
ST	24	12	24	12
AT	24	12	24	12
DATA, DATA 2, DALI	24	12	24	12
CB	24	12	24	12

C. Warranty periods (months) for control units

	Body, electronic system	Battery
DATA, DATA 2, DALI	60	24
CB	60	12

2. In the case of purchasing the system, for each product being its part, the warranty periods specified in paragraph 1 and 2 above shall apply. The Guarantor makes no warranty with respect to the system as a whole.