

Gdańsk, 21/06/2024

## Warranty letter

1. The warranty is granted by SIMEX Ltd. with its corporate seat in city Gdańsk, Poland (SIMEX) for the period of two years (24 months) following the date of sale to the Buyer.
2. Warranty is granted ranging quality and proper operation of the devices with all elements of the devices installed by SIMEX and mentioned in documentation, especially in data sheet and manual.
3. Warranty is in full force under the condition of using the device properly along with the purpose determined in the manual.
4. Warranty does not apply to the claims in connection with technical parameters if they are in conformity with the parameters stated by SIMEX in the technical documentation and are adequate to the Buyer's order.
5. Warranty does not apply to devices which are damaged mechanically or electrically through occurrences not attributable to SIMEX, especially:
  - a) damage in connection with negligent delivery, loading, unloading, installation or activating;
  - b) damage in connection with improper usage or usage against manual or safety regulations;
  - c) damage in connection with fire, flood, lightning or other natural disasters, war or social anxiety, unforeseeable accidents, overvoltage on the power grid and / or telecommunications, connection to the grid against manual;
  - d) devices altered or repaired by party other than SIMEX.
6. The place in which all warranty reparations and after warranty reparations are performed is SIMEX facility.
7. In order to perform warranty a User is obliged to contact SIMEX.
8. Buyer is responsible for shipping the devices in the manner indicated by SIMEX.
9. Dispatch cost of the devices shall be covered by Buyer.
10. If the repair is processed as warranty issue SIMEX covers the dispatch cost back to the place which is pointed out in the original agreement between consenting parties.
11. In order to execute rights under warranty Buyer shall deliver to SIMEX:
  - a) defective device;
  - b) the RMA form and proforma invoice - if required.

12. Defective device should be packed properly in order to avoid physical damage during shipment. Device shall be sent in a box covered with either foam or bubble wrap. If the dispatch covers more than one device, each device shall be packed separately.

13. All and any damage due to improper packaging are covered by the Buyer.

14. Within 3 days SIMEX will determine the cause of damage and whether the repair can be performed under warranty. In case of repair under warranty SIMEX specifies the time of its performance. In case of post-warranty repairs, SIMEX determines the time of performance and additionally estimated cost of the repair. Period stated above begins on the first working day following the date of delivery..

15. Buyer is entitled to replacement of the device if during the period of warranty SIMEX performed two warranty repairs and the device is recognized still as defective, which prevents from the proper usage. SIMEX states in writing that the defect removal is impossible. In the event of an extraordinary circumstances (e.g. lack of device in the offer) in which replacement is impossible to perform, SIMEX replaces faulty device by the device with similar technical parameters. Such replacement is considered as fulfillment of the obligations under warranty.

16. SIMEX has proprietary rights to any and all defective devices and its parts replaced under warranty.

17. SIMEX is not liable for any loss damage or destruction of the device due to reasons other than defects inherent in the device, and is not liable for damage other than actually incurred, caused by defective device. Warranty rights does not cover Buyer's reimbursement of the lost profits in connection with the failure of the device. SIMEX is not liable for bodily injury resulting from the improper usage of devices.

18. SIMEX liability for defects of the device is limited to the warranty obligations stated hereunder.

19. SIMEX liability resulting from warranty stipulated by the law is excluded by the Parties.

**SIMEX Sp. z o.o.**

Wielopole 11, 80-556 Gdańsk, Poland

tel. (+48) 58 762-07-77

e-mail: [info@simex.pl](mailto:info@simex.pl)