

## **QUALITY GUARANTEE FOR CONNECTION SWITCHBOARDS: SH Series, AV Series, SmartEMS Series**

### **§ 1 GENERAL PROVISIONS**

1. Kensol Sp. z o. o. with its registered office in Gliwice at ul. Daszyńskiego 609A, 44-151 Gliwice entered in the register of entrepreneurs in the District Court in Gliwice, 10th Commercial Division of the National Court Register under KRS (National Court Register) number: 0000502634, NIP (Tax Identification No.): 6312652804 REGON National business registry number): 243513406 here in after referred to as the Guarantor or Kensol.
2. The connection switchgear shall be of sound quality, shall have characteristics as declared in the technical specifications, and shall operate efficiently and shall not break down for the period indicated in this limited guarantee.
3. This guarantee does not exclude or limit the rights of the buyer who is a consumer, resulting from the provisions of the guarantee for defects of the sold thing. The consumer may exercise guarantee rights independently of the rights under this limited quality guarantee. The claim procedure under the guarantee for physical defects of the sold thing is conducted by the Seller.
4. This limited quality guarantee extends only to switchgear manufactured by the Guarantor and first placed on the Europe market through installation at the customer's premises.
5. This limited quality guarantee does not require the guarantor's signature to be valid.
6. Any change to the content of this limited quality guarantee shall require a written statement from the guarantor in order to be effective.

### **§ 2 PRODUCTS UNDER GUARANTEE**

1. This guarantee of quality covers the connection switchboard manufactured by Kensol Sp. z o.o. with the automatic transfer switchgear system series:
  - a) SH series
  - b) AV series
  - c) SmartEMS series

### **§ 3 STARTING DATE OF THE GUARANTEE PERIOD**

1. The beginning of the guarantee period of the switchgear produced by Kensol Sp. z o.o. starts from the date of sale of the switchgear to the first customer.

### **§ 4 DURATION AND SCOPE OF GUARANTEE**

1. Kensol Sp. z o. o. guarantees that during the period of 2 years from the date of commencement of the period of this limited quality guarantee, the switchgear subject to this guarantee will operate without fault and will not be damaged by defects in design, material or process. Components of Noark Electric sp. z o.o. or Phoenix Contact sp. z o.o. are covered by a 5-year manufacturer's guarantee.
2. A prerequisite for starting the guarantee period is to perform tests showing correctness of the switchgear assembly method, carried out by an installation company holding a certified RES installer's license issued by the Office of Technical Inspection or an SEP (Association of Polish Electrical Engineers) license. The scope of the tests shall include at least drawing up a measurement report and a wire continuity report.

## § 5 CLAIM PROCEDURE

1. All claim notifications should be submitted by completing and sending a notification in writing to the address of Kensol Sp. z o. o. 44-151 Gliwice, ul. Daszyńskiego 609A, or in an electronic form to the address reklamacje@kensol.pl.
2. All claim notifications should be reported immediately, no later than within 7 days of noticing a defect.
3. The claim should include at least:
  - a) details of the claimant
  - b) proof of purchase/order number
  - c) precise indication of the goods subject to claim and their quantity
  - d) detailed description of the noticed defects
  - e) date on which the defect was noticed
  - f) photographic documentation
  - g) serial number found on the rating plate or label together with the switchgear index.
  - h) report on measurements and continuity of wires made after installation of the connection switchboard.
4. In case of accepting the claim notification, the Guarantor, at its own discretion, will replace, repair or refund to the claimant free of charge the value of switchgear determined on the day of claim settlement.
5. The guarantor undertakes to fulfill guarantee obligations by performing remedial actions within 30 days from the date of issuing a decision accepting submitted claim.
6. If the guarantor decides to replace the defective product, which is no longer manufactured, it is entitled to deliver a product with similar or better technical properties. The decision to choose the product to be replaced is the sole responsibility of the guarantor.

## § 6 GUARANTEE EXCLUSIONS

1. This guarantee does not apply if the defects were caused by incorrect transport, handling, connection, maintenance or external influences.
2. The above guarantee does not apply if the defect or damage was caused by:
  - a) Failure to comply with any of the requirements of the installation instructions for Kensol connection switchgear.
  - b) Installation of the connection switchboard by unprofessional or untrained personnel.
  - c) Installation of the switchgear in a location where its operating conditions do not fall within the range specified in the installation instructions.
  - d) Cracks in the switchgear enclosure caused by external force.
  - e) Intentional damage, unauthorized modifications, chemical reactions, or use of improper replacement parts.
  - f) Damage to the building in which the connection switchgear is installed.
  - g) A natural disaster.
  - h) Use of the connection switchboard in a manner contrary to its intended use.
  - i) Fulfillment of purpose by semi-finished products used in the manufacture of switchgear due to their normal wear and tear.
3. Kensol Sp. z o.o. shall not be liable to customer or any other third party for failure or delay in performing its obligations, including its obligations under this Limited Guarantee, if the failure or delay is due to circumstances beyond Kensol's control, such as acts of war, strikes, insurrections, lack of availability of adequate and sufficient labor, materials, capacity, technical failures, loss of profit or other unforeseeable events beyond Kensol's control („force majeure events”), inclusive, but without limitation to events or technical or physical conditions that were not reasonably known or understood at the time the module was sold or the claim occurred.
4. The methods of terminating the guarantee claim indicated in § 5 are the only remedies provided for under this guarantee. Kensol Sp. z o. o. declares that it does not accept any responsibility for costs resulting from exercising the rights of this guarantee. In particular Kensol Sp. z o. o. shall not be liable for any costs of transport, insurance, customs clearance, disassembly and assembly of the advertised connection switchgear.
5. Under this limited quality guarantee, the guarantor assumes no liability for lost profits, indirect, con-

sequential or exemplary damages, (including loss of production, loss of profits, loss of goodwill, loss of business reputation, or losses resulting from delays).

### **§ 7 FINAL PROVISIONS**

1. Kensol Sp. z o.o. shall not be liable to the purchaser or any third parties, if the impossibility of performance of obligations resulting from this guarantee was caused by force majeure.
2. If any provision or clause of this Guarantee is held to be invalid, unenforceable or void, this shall not affect the validity of the remaining provisions.
3. Any disputes that may arise from the application of the provisions of this guarantee shall be governed by Polish law and settled by the court having jurisdiction over the Guarantor's registered office.