

General conditions**§ 1**

TM Technologie Sp. z o.o. hereby assures the purchaser that the product is of good quality and covered by a 12-month guarantee counted from the production date + 6 months, however not longer than 12 months from the date of the sale of the product (the invoice issue date). The guarantee shall be applicable on the European Union territory.

§ 2

The guarantee extends to concealed production and material defects occurring during the guarantee period. The guarantee shall not cover the normal wear and tear of battery packs and light sources which is strictly dependent on conditions of use. If the product breaks down despite its proper use in this period, TM Technologie Sp. z o.o. shall repair this equipment or replace it with a new one (the mode of repair shall be decided by the guarantor). The above specified guarantee shall not cover damage of products occurring as a result of improper installation or use. Moreover, the guarantee shall not cover damage caused by liquid spillage, fortuitous events, modifications by unauthorized persons, mechanical damage or events beyond the control of TM Technologie Sp. z o.o. It shall cover only the removal of defect in the product without disassembly and assembly at the facility.

§ 3

By installing the product the Purchaser accepts the guarantee conditions specified by TM Technologie Sp. z o.o.

In the case of failure**§ 4**

The user is obliged to report defects and failures of the products immediately after their discovery (not later than within 30 days from their discovery).

§ 5

The defective product should be sent to the address specified by the producer along with the copy of the proof of the product purchase (TM Technologie Sp. z o.o. reserves the right to demand original documents). If the documents are not submitted, the guarantee period will be counted from the production date. The guarantor will diagnose the product and issue an opinion within a strict time limit of 14 working days from the date of receipt of the defective product, unless the parties agree otherwise. In the case of significant objective reasons, the time limit may be extended in agreement with the Purchaser.

§ 6

The goods should be secured in packaging ensuring safety in transport. The guarantee may be annulled in case of damage caused by improper packaging of the equipment (NOTE: TM Technologie Sp. z o.o. reserves the right to send back the improperly secured goods) or delivered at the expense of TM Technologie Sp. z o.o.

§ 7

We ask the purchaser to send only the products of TM Technologie Sp. z o.o. without any additional items, unless the TM Technologie Sp. z o.o. service asks for such additional items. Any additional element or item sent with the equipment will be treated as a material used to fill the carton and may not be returned.

§ 8

Costs of delivery of defective products are covered by TM Technologie Sp. z o.o. as a result of justified complaints to and from the Purchaser's base. In the case of damage caused by improper use (or in cases where the fault is not attributable to TM Technologie Sp. z o.o.) the entire delivery costs are born by the Purchaser.

§ 9

Delivery of the equipment to the service during the guarantee period does not mean that it will be automatically repaired free of charge. After receipt of the product the TM Technologie Sp. z o.o. service reserves the right to verify the validity of the guarantee and relevance of the service request.

§ 10

TM Technologie Sp. z o.o. limits its liability exclusively to its own products, excluding liability for any damages, losses or expenses, weather direct or indirect, resulting from the use of the products of TM Technologie Sp. z o.o.

§ 11

In the case of guarantee repairs ordered in writing by the Purchaser and performed at the Customer's premises, costs of service (costs of transport, travelling allowance, accommodation) will be calculated individually in each case in accordance with the service scale of charges (as at the day of order) of TM Technologie Sp. z o.o. NOTE: in the case of unjustified guarantee requests the entire cost born by TM Technologie Sp. z o.o. shall be paid by the Ordering Party.

§ 12

The guarantee shall not exclude, restrict or suspend the Purchaser's rights resulting from non-compliance of the goods with the agreement.

§ 13

In the case of post-guarantee repairs and trips the costs shall be specified individually.

Exceptions and limits to the above guarantee**§ 14**

TM Technologie Sp. z o.o. shall not guarantee uninterrupted and faultless operation of the products in justified cases.

§ 15

The guarantee covers only manufacturing defects, occurring as a result of use in normal conditions (in accordance with the user manual) and applies both to assembly and material defects. The guarantee shall not apply in the following cases:

- The product has been repaired or modified by an unauthorized service,
- The product has been used while having unrepaired defects,
- Discovery of a defect occurring as a result of accident, natural disaster, force majeure, improper use or use on the territory not covered by the guarantee,
- Discovery of a defect caused by improper connection or connection of an external appliance,
- Discovery of a defect caused by overvoltage or connection of improper voltage to a given appliance or in a manner inconsistent with the user manual,
- Discovery of a defect caused by the use or storage in the environment whose parameters exceed the limits specified in the user manual,
- Discovery of a defect of a component which was not produced or delivered by TM Technologie Sp. z o.o.,
- Discovery of a defect caused by negative impact of items requiring periodic replacement (light sources, battery packs),
- The guarantee does not cover additions provided free of charge.