

TERMS OF WARRANTY OF UPONOR INFRA SP. Z O.O.

1. The Supplier guarantees that the goods which are the subject of the sale agreement and defined in this offer, will conform to the technical specification (Technical Approval, Polish Standard or an individual technical specification agreed upon between the Parties).
2. The goods will meet the technical specifications drawn up by the Supplier valid on the date of filing the order. In order to avoid any doubts, the properties of the goods defined in the technical sheets of the goods, technical catalogues, brochures or equivalent documents, shall not constitute a technical specification, but just present the characteristic properties/values only for the purposes of the description.
3. The guarantee is valid for the period of 24 months counting from the date of delivering the goods.
4. The Supplier does not give any additional guarantees within the scope exceeding the provisions of the General Sales Conditions of Uponor Infra, the present guarantee and resulting from the provisions of the absolutely binding law.
5. The Supplier shall not be liable for inconsistency/incorrectness/defect of the goods arisen after the execution of the delivery, due to external reasons beyond the control of the Supplier, such as: mechanical damage, contamination, scratches, cracks, incorrect assembly, including the assembly inconsistent with the manual or resulting from the Buyer's failure to follow the Supplier's indications regarding the unloading, storage and assembly of the goods.
6. The Supplier shall not be liable for the inconsistency/incorrectness/defect of the goods arisen as a result of the use of the goods in the manner contrary to its dedication as defined in the technical specification or other specification agreed separately with the Supplier.
7. The calculations, computations, recommendations made by the Supplier shall be performed based on the data and information provided to the Supplier by the Buyer. The Supplier is not required to check, verify the correctness and reliability of any data and information provided by the Buyer, and therefore the Supplier shall not be liable for the errors and events resulting from incorrect information provided by the Buyer.

8. If any goods do not meet the specification mentioned in point 1, the Supplier will be required to replace it or reimburse the purchase price of the goods upon its prior return by the Buyer.

9. The Supplier guarantees the correctness of the connections made by the Servicing Group of Uponor Infra based on the General Conditions of Work of the Servicing Group accepted in writing by the Buyer.

10. The Supplier's liability on account of the guarantee shall expire in the case of undertaking the actions by the Buyer regarding the goods, during its processing or production with the use of other goods/products by the Buyer that are unrelated with the assembly (according to point 5). Unless other provisions stipulate otherwise, the Supplier shall not guarantee the liability for the goods or suitability of the goods for any special purposes, even if such purpose is known, and none such guarantee is implied within the scope of the name or description, under which the goods are sold or within the scope of any other advice or recommendations given by the Supplier, his employees or agents/associates.

11. Immediately upon the receipt of the goods, the Buyer is required to check and test the goods for the purpose of verifying the compliance with the requirements within the scope of their storage and suitability for the purposes of processing and using for any intended purpose. The Supplier's liability on account of the guarantee shall expire in the case of the Buyer's failure to comply with this requirement.