



General terms and conditions of the guarantee granted by Wilhelm Herm. Muller Polska Sp. z o.o. for its goods and services.

GENERAL PROVISIONS

1. **THE SELLER** shall mean the company named **WILHELM HERM MULLER sp. z o. o., shortly WHM**, with the headquarters in Bydgoszcz (address : **85-862 Bydgoszcz, ul. Solna 20**), entered in the **register of entrepreneurs maintained by the District Court in Bydgoszcz, 13th Commercial Division of the National Court Register under the KRS number 0000165843.**
2. **The buyer** shall mean a natural or a legal person, a partnership or any other entity not being a legal person, but able to have rights and obligations which has concluded an agreement with THE SELLER for the sale of goods or services.
3. In the case of sale to individuals who do not conduct business activity (consumers) GTCG apply only when they are not contrary to the provisions generally in force that relate to consumer sales. In the event of sales to farm owners it is assumed that such an entity is not a consumer.
4. **MANUFACTURER** means an entity who produced the goods and granted the manufacturer's guaranty for them.
5. The guarantee covers physical defects of the goods and services that have occurred for reasons related to the goods and in particular constituting defects in workmanship, design defects and material defects. The **SELLER** grants a guarantee for a period of 12 months from the date of hand over of the goods to the **BUYER**.

SCOPE OF THE GUARANTEE

1. **SELLER** guarantees correct operation of a belt, its correct running and good quality of the connection within 12 months from the date of hand over of the goods.
2. **In the case where the goods are not manufactured by the SELLER, the SELLER, to the extent possible, shall transmit to the BUYER all the rights under guaranty granted by the manufacturer of the product.**
3. The Guarantee does not cover:
 - operational wear of belts, damage caused by incorrect operation or operation contrary to the intended purpose, wrong storage
 - mechanical , chemical, or thermal damage caused by people in the area of operation
 - incorrect selection of a product by the Customer
 - defects caused by improper assembly
 - defects caused by operation using faulty equipment
 - defects caused by product operation contrary to recommendations of the manufacturer of equipment or goods
 - products which were subject to any modification, changes or repairs made by the Customer on its own without notifying **the SELLER**
4. **THE SELLER** shall not be held responsible for guaranty for services rendered when the services are performed on the product purchased from another party than the **SELLER**.

CLAIM NOTICE

1. Claims for defects arising after the receipt of the products should be communicated to the **SELLER** by the **BUYER** in writing within 3 days of the defect reveal.
2. The claims and the purchased goods should be send to the purchase place. If it is not possible to deliver the defective product, the **SELLER** may deliver a new product along with the VAT invoice.



3. The claim shall include: details of the **BUYER** (the personal data or the name, address, contact telephone number, fax number, e-mail), the name and all the product identifiers (type, serial number, etc.), the price of the product, the purchase date, place of purchase, the purchase proof number, the date of the defect or damage occurrence, a description of the defect or damage.
4. The claim shall be considered on condition that the **BUYER** presents the proof of the product purchase from the **SELLER**.
5. Submission of objections does not exempt the **BUYER** from the obligation to pay the full price for goods and services within the payment due date.
6. **The SELLER** reserves the right to demand the **BUYER** to deliver - as a pre-condition of the claim consideration - the conditions and parameters of a process or a product.
7. The complaint should be dealt with within 14 days of the date of delivery of the product subject to complaint.
8. If the complaint is considered legitimate, the **BUYER** is entitled to:
 - a) in the first row, the repair of the product,
 - b) in the case the repair is not possible, free replacement of the product on the product free of defects or a refund of the purchase price of the goods.
9. **The SELLER** does not refund to the **BUYER** the costs arising from other operations such as costs of goods replacement or transport etc.
10. **The SELLER** reserves the right to determine the manner of making a complaint referred to in points 8a and 8b /

EXCLUSIONS OF LIABILITY

The guarantee is granted to the first **BUYER** only.

FINAL PROVISIONS

1. The court competent to settle possible disputes between the **BUYER** and the **SELLER** is the local court having jurisdiction over the seat of the **SELLER**.
2. To all matters which have not been regulated by the general sales terms and conditions, provisions of the Civil Code shall apply.

Any provisions concerning the rights under the guaranty and the warranty arising from the provisions of law (if their exclusion is allowed) or resulting from the earlier method of work or trade rules related to the quality of the goods or their adaptation to a specific purpose, or related to the compliance of the goods with their descriptions or samples, shall hereby not apply.

Bydgoszcz, on the 8th of August 2017