



GENERAL WARRANTY TERMS

Sun Winner Group Sylwester Piechowski

§ 1. General Provisions

1. These General Warranty Terms (hereinafter "GWT") define the rules under which Sun Winner Group Sylwester Piechowski, with its registered office in Łomża, ul. Poznańska 148a, 18-400 Łomża, NIP 7182011087 (hereinafter "Warrantor" or "Sun Winner"), grants a warranty on products sold to entities conducting business activities, acquiring goods exclusively within the scope of their professional activity. These entities are referred to in the GWT as "Buyer."
2. These GWT constitute part of every concluded Sales Agreement (hereinafter: "Agreement"), provided the Buyer has received a warranty statement. However, the parties may mutually agree in writing to exclude certain provisions of the GWT or their complete non-application in relation to a specific Agreement.
3. By granting the warranty, the Warrantor confirms that the goods sold under the Agreement meet the agreed parameters, while the warranty is granted subject to the General Terms of Sale of Sun Winner Group Sylwester Piechowski and these GWT. Granting the warranty does not simultaneously mean assurance that the product is free from all defects.
4. Confirmation of the warranty grant is the issuance of an invoice documenting the sale (hereinafter: "Warranty Card").
5. The warranty covers goods sold by Sun Winner under the Agreement together with their component parts, taking into account the provisions of § 3 of the GWT.

§ 2. Scope of the Warranty and Method of Its Execution

1. Under these GWT, the Warrantor guarantees that any goods covered by the warranty, in which a manufacturing defect affecting its proper functioning (hereinafter "Defect") appears, will be – at the Warrantor's discretion – repaired or replaced with a defect-free item.
2. The Buyer has no right to claim compensation for damages resulting from manufacturing defects of the goods.

3. The warranty does not cover activities related to ongoing maintenance, adjustment, or cleaning of the products, as well as other operational actions that are the responsibility of the end user.
4. Rights arising from the warranty are granted exclusively to the Buyer and may not be transferred to other entities without the prior written consent of Sun Winner. Agreements made contrary to this provision are invalid.
5. Complaints must be submitted exclusively by e-mail using the official Complaint Form.
6. All correspondence regarding complaints is conducted via e-mail.
7. Information about the status of the claim, responses, and decisions regarding the complaint are sent to the Buyer at the e-mail address provided when submitting the complaint.
8. Sun Winner may grant written consent for another method of submitting and handling complaints.
9. Exercising the rights under the warranty requires the simultaneous fulfillment of the following conditions:
 - submission of a complete complaint using the complaint form,
 - provision of photographic or video documentation enabling the Warrantor to verify the claim,
 - sending the goods to the location indicated in § 2 item 11 of the GWT.
10. Each defect should be reported immediately upon its detection, but no later than within 7 days from the moment of discovery. Failure to meet the deadline results in loss of warranty rights.
11. The place of fulfillment of obligations arising from the warranty is the main office of Sun Winner (Łomża, ul. Poznańska 148a).
12. The Buyer is obliged – at their own expense – to deliver the claimed goods to the place referred to above, if requested by the Warrantor.
13. The Warrantor may agree to perform the repair or replacement at the place of goods installation. However, this requires written confirmation.
14. Goods sent for complaint must be properly secured and labeled with the complaint number assigned by Sun Winner. In the absence of such labeling, the shipment will be returned at the sender's expense, and the complaint requires supplementation.

15. After prior arrangements, it is possible to use Sun Winner's transport, provided that shipping documents (CMR in 3 copies) and the assigned complaint number are attached.
16. The complaint processing period is 30 days from the date of delivery of the goods along with complete documentation. If it is necessary to prepare an opinion or expertise, the period is extended by the time needed to prepare them.
17. If only a component part of the goods is defective and its replacement is possible, the warranty rights are limited to that part.
18. In case the identical model is unavailable, the Warrantor may replace the goods with a product of similar technical parameters, which shall be considered proper fulfillment of warranty obligations.
19. Goods or parts replaced under the warranty become the property of the Warrantor at the moment of replacement.
20. Sun Winner does not cover costs related to disassembly, reassembly, or other expenses resulting from the installation of the goods.
21. The warranty period is 24 months from the date of issuance of the goods, unless Sun Winner provides otherwise. The warranty period does not extend unless the parties agree otherwise in writing.

§ 3. Warranty Exclusions

A. General Exclusions:

The warranty does not cover, in particular, defects resulting from:

- transport, loading, unloading, assembly, or commissioning of the products,
- improper storage, use inconsistent with Sun Winner's instructions and safety standards,
- the effects of external factors (fire, water, salt, lightning, extreme weather conditions),
- mechanical damage,
- making modifications to the goods without the Warrantor's consent,
- using the product despite the detection of a defect,
- natural wear and tear of consumable materials (e.g., seals, screws, lubricants),
- repairs and adjustments performed by unauthorized entities.

§ 4. Final Provisions

1. The parties undertake to first resolve disputes amicably. In case of failure to reach an agreement, disputes shall be settled by the court having jurisdiction over the registered office of Sun Winner.
2. All Agreements and warranties are governed exclusively by Polish law.
3. The parties exclude the application of the Vienna Convention on Contracts for the International Sale of Goods (1980) and the New York Convention on the Limitation Period of Actions (1974).
4. Correspondence regarding the execution of the Agreement shall be sent to the address indicated by the Buyer in the order. Failure to update data results in the sent correspondence being considered effectively delivered.
5. Matters not regulated by the GWT shall be governed by the provisions of the Civil Code and the Commercial Companies Code.
6. The provisions of the GWT shall apply accordingly also to services provided by Sun Winner.
7. The invalidity of any provision of the GWT shall not affect the validity of the remaining provisions.