

## **GENERAL TERMS OF QUALITY ASSURANCE**

### ***granted by Progress ECO Spółka z ograniczoną odpowiedzialnością spółka komandytowa in Dobrów for entrepreneurs on technical screens used in industry***

1. These General Warranty Terms regulate the terms of quality assurance granted by Progress ECO Spółka z ograniczoną odpowiedzialnością spółka komandytowa seated in Dobrów, address: Dobrów, 28-142 Tuczępy (hereinafter referred to as the Guarantor), for entrepreneurs on the following technical screens and products:
  - Slotted welded sieves
  - Wedge wire tubes – cylinders
  - Polyurethane segment screens
  - Polyurethane tension hook screens
  - Crimp sieves
  - Folding flat sieves TL
  - Woven sieves
  - Harp sieves
  - String sieves
  - Progress Tytan welded sieves
  - Rubber modular screens
  - Rubber tension hook screens
  - Perforated platesused in the following fields: mineral raw materials/aggregates industry, wood and paper industry, engineering industry, energy industry, chemical industry, construction materials industry (excluding use in architecture), food industry.
2. These General Terms of Warranty do not apply to products used in architecture (architectural elements of structures and their surroundings).
3. The quality assurance is provided in writing, in the offer or in the agreement and shall be accrued only in the case of a sale taking place.
4. Quality assurance granted on goods sold to a customer established on Polish territory is only valid on Polish territory. Quality assurance granted on goods sold and sent by the Guarantor to the customer to a country outside Polish territory is only valid within that country.
5. Quality guarantee covers hidden defects, i.e. defects that arose from causes inherent in the sold item.
6. The warranty period is 12 months from the date of sale unless the Guarantor specified otherwise in the offer, in the agreement or in the Warranty Card.
7. Special Terms of Warranty may arise from the agreement or the Product Warranty Card, if it is attached to the product at the time of sale.
8. The buyer may take advantage of the quality assurance provided that the products delivered will be used only on the terms of use set out by the Parties when accepting the order. In the case of different use of the product the quality assurance does not apply.
9. The quality assurance does not cover:
  - a. natural wear of the product as a result of its normal use,
  - b. factors that cannot be clearly determined or fulfilled; e.g. operation of the product for a specified time regardless of the intensity of use,
  - c. products that have been repaired or upgraded or modified by anyone other than the Guarantor,
  - d. products that have been improperly transported or stored or assembled (assembly and disassembly), or used or preserved, including the use of spare parts not manufactured by the Guarantor;
  - e. products that have been used not according to their purpose,
  - f. products that have been improperly operated due to improper assembly and the lack of periodic inspections (e.g. lack of inspection and supervision of the screen's operation),
  - g. product not maintained or maintained improperly,
  - h. products that have been modified without the consent of Progress (Progress in particular is not liable for any damage and risks arising from the use of modified goods),
  - i. products that have been damaged in transport,
  - j. parts that need replacement due to normal wear (hardware, screws, nuts, etc.),
  - k. products made according to technical drawings supplied by the Buyer, if the defect was caused as a result of use according to the Buyer's drawing,
  - l. designs and samples provided to the Buyer in order to present the product,
  - m. products transferred to the Buyer free of charge,
  - n. products referred to as "defective" at the time of sale,
  - o. unforeseen accidental events and their impact on goods (e.g. natural disasters, acts of vandalism, events of force majeure).
10. The quality guarantee expires when the Buyer at the request of the Guarantor does not provide a defective product in order to check or make it available to the representatives of the Guarantor to assess, measure and verify the existence of the defect.
11. If the defect is found, the obligations of the Guarantor under the quality assurance cover only the removal of material defects or delivery of goods free from defects, at the discretion of the Guarantor, in terms of the product or parts thereof that have been proven to be defective during the duration of the warranty period.
12. Repair or replacement, in accordance with the provisions of these terms of warranty, takes place at the Guarantor's establishment, unless the Guarantor decides otherwise.
13. The Buyer is obliged, on pain of loss of quality assurance entitlements:
  - a. To make systematic inspections and adjustments of used products for which a warranty has been granted, confirmation of the time of their operation and conducted inspections specified in the technical and operational manual (DTR) of the device on which the screens are mounted,
  - b. In the case of defects, report it in writing within 5 working days from the date it was detected,

- c. Immediately take appropriate measures to prevent the defect of the screen from increasing,
  - d. To report a defect, attach the required documents listed below,
  - e. Attach to the documentation of the report photographic documentation of the defective screen in the place of installation (before disassembly).
14. The submitted complaint should include: date of delivery, number and date of invoice constituting proof of purchase, name and type of goods, quantity of defective pieces, indication of where the products are located, accurate description of the defect and photographic documentation of the defect, including in the place of installation. The form with a specimen of complaint report constitutes Appendix no. 2 to this General Terms of Warranty.
  15. The Guarantor shall proceed to remove defects after determining all the facts necessary to establish the liability of the Guarantor for the defect.
  16. In the case of determining the liability of the Guarantor for the defect, the Guarantor shall repair or replace the product within a period agreed with the Buyer, technically possible to complete by the Guarantor, not longer than 30 days from the date of determining that the defect is a hidden defect and is covered by the warranty.
  17. If in the performance of its obligations the Guarantor provided the holder of the warranty an item free from defects in place of the defected item or repaired the item covered by the warranty, the warranty period shall start anew from the moment of delivery of the item free from defects or returning the repaired item. If the Guarantor replaced a part of the item, the warranty period shall start anew only on the replaced part. In other cases, the warranty period is extended by the period during which, due to the defect of the item covered by the warranty, the holder of the warranty could not use it.
  18. If the Guarantor determines that the defect reported by the Buyer does not exist or is not covered by the quality assurance, the Guarantor is entitled to a reimbursement of expenses incurred in connection with the need to assess the product (e.g.: service travel expenses, expenses of tests, etc.). In justified cases, the Guarantor may not charge the Buyer for these costs.
  19. Submitting a complaint does not preclude the obligation of timely payment for goods purchased.
  20. The Guarantor is not responsible for lost profits, loss of expenses for the processing of goods, loss of production, loss of revenue and/or other losses or consequential damages or specific, directly or indirectly incurred by the Buyer or third parties.
  21. Due to the granting of quality assurance, the application of provisions on warranty for defects is excluded.
  22. In cases not regulated by these General Terms of Warranty, the rules set out in national and international regulations apply.
  23. The Guarantor and the Buyer shall seek to settle all disputes amicably. If no agreement is reached the competent court for settling disputes shall be the court of the city of Kielce.
  24. These General Terms of Warranty are valid from 01.01.2016.