
GENERAL GUARANTEE TERMS AND CONDITIONS**SELT Sp. z o.o.****Article 1 General provisions**

1. General Guarantee Terms and Conditions (hereinafter: **“GGTC”**) specify terms and conditions of a guarantee granted by SELT Sp. z o.o. [Limited Liability Company] with its registered office in Opole, address: ul. Wschodnia 23a, 45-449 Opole, entered into the Register of Entrepreneurs of the National Court Register under number 0000589791, the Company's registration files are in the District Court in Opole, VIII Economic Department of National Court Register, Share Capital: 64.000.000 PLN, REGON: 363154414, NIP: 7543103311, BDO No. 000009177 (hereinafter: **“Guarantor”** or **“SELT”**) for goods sold by SELT to entities conducting business activity (who purchase goods only as part of a professional business activity, resulting in particular from the subject of business activity, regardless of the data disclosed in the relevant register or records), hereinafter referred to as the **“Buyer,”** covered by the guarantee statement referred to in Article 1.4 of GGTC.
2. GGTC shall form an integral part of all sales Agreements (hereinafter **“Agreement”**) under which a guarantee statement was made for the Buyer under Article 1.4 of GGTC, unless parties to a relevant Agreement mutually agree that individual provisions of GGTC or GGTC as the whole do not apply to that Agreement.
3. When granting a guarantee for goods sold, the Guarantor ensures compliance of the goods sold with the Agreement, subject to General Sales Terms and Conditions of SELT Sp. z o.o. available at www.selt.com and provisions of GGTC; to avoid any doubts, granting a guarantee to the Buyer by a Guarantor shall not ensure that goods sold under the Agreement are free of defects.
4. The guarantee is granted to the Buyer by issuing an invoice documenting the sale of goods (hereinafter: **“Guarantee Card”**).
5. The guarantee granted shall cover goods sold by the Guarantor under the Agreement, together with all goods components, subject to Article 3 of GGTC.

Article 2 Guarantee term and guarantee performance

1. On the basis of this GGTC, the Guarantor guarantees to the Buyer of goods that when goods covered by the guarantee contain any manufacturing defects, and therefore do not function according to their intended use (hereinafter: **“Defect”**), they shall be replaced with goods free of defects or shall be repaired by the Guarantor at the Buyer's request, subject to provisions of GGTC. A method for performance of obligations resulting from the guarantee shall be at a reasonable discretion of the Guarantor.
2. For any damages caused by manufacturing defects in the goods, the Buyer shall not be entitled to a claim for compensation against the Guarantor.
3. The Guarantor shall not be burdened with obligations related to periodic goods maintenance, servicing or technical inspections of goods, and in particular, cleaning, adjustments, performance

checks, correction of errors in goods operation or use, and other activities that should be obligatorily performed by each Buyer.

4. Only the Buyer shall be entitled to the guarantee rights. The rights under the Guarantee may not be transferred to an entity other than the Buyer, and the Agreements concluded by the Buyer in this respect, without the prior written consent of SELT, are invalid.
5. Complaints shall be submitted via the SELT Electronic Platform for concluding Agreements (www.b2b.selt.com).
6. Further correspondence regarding the settlement of the complaint is carried out using electronic tools available on the above-mentioned Platform.
7. Information about changes in the status of the complaint, new correspondence and settlement of the complaint are sent to the Buyer by e-mail to the address indicated when submitting the complaint.
8. SELT may agree in writing to a method of submitting and processing a complaint other than described above.
9. The condition for the Buyer to exercise the rights under the guarantee is that the Buyer meets the following conditions jointly:
 - 1) the Buyer submits a complaint on the Complaint Form available on the Platform, the complaint application must provide complete and full information.
 - 2) the Guarantor is provided with photographs of goods (video) under complaint, enabling the Guarantor to verify the Buyer's complaint,
 - 3) goods are delivered to the Guarantor to the place specified in Article 2.11 of GGTC.
10. Goods nonconformity specified in Article 2.1 of GGTC found during the guarantee period should be notified to the Guarantor immediately, and no later than within seven days of its disclosure, or the Buyer shall lose its rights under the guarantee granted.
11. The Guarantor shall perform its obligations under Article 2.1 of GGTC at a main location at which the Guarantor performs its business operations (ul. Wschodnia 23a, Opole, Poland).
12. On the Guarantor's request, the Buyer (at his/her own expense) shall be obliged to transport goods under the guarantee complaint to the location specified in Article 2.11 of GGTC.
13. The Guarantor may consider the performance of the obligations under Article 2.1 of GGTC at the place of assembly of the goods, which requires the prior written consent of the Guarantor.
14. When delivering goods to the location specified in Article 2.11 of GGTC, the Buyer shall be obliged to ensure appropriate packaging and securing of goods, and also use SELT complaint labels. When goods are sent to SELT in packaging without complaint label, the goods are returned at the expense of the Buyer, and the complaint is deemed to require further completion. Any destruction or damages to goods resulting from their inappropriate packaging or securing shall be charged solely to the Buyer.
15. Following an agreement with SELT it is possible to transfer the claimed goods by means of SELT transport. In this case, the Buyer is obliged to issue a CMR document (3 pieces) – a document that is generated together with the label and is necessary to accept the claimed goods for transport by SELT.
16. When only a component of goods is not conforming, and can be separated from goods, the Buyer's rights resulting from this Guarantee shall be limited solely to the defective part of goods.

17. When in specific circumstances (e.g., lack of relevant goods in the Guarantor's range) replacement of goods or their components with the same type is not possible, and the Guarantor, as a part of performance of its duties specified in Article 2.1 of GGTC, decides to replace goods or their component, the Guarantor shall replace goods or their component with another type of technical parameters as close as possible to the original ones. This action shall also be understood as performance of the Guarantor's obligations as specified in Article 2.1 of GGTC.
18. All defective goods or their components replaced under the Guarantee shall become the Guarantor's property on a day of their replacement.
19. The Guarantor shall not cover costs of dismantling and re-installing of goods, or any other costs directly or indirectly related to dismantling and re-installing of goods under the Guarantee.
20. The guarantee period for goods offered by the Guarantor shall be 2 years of the date of issuing the goods, subject to specific provisions included in Technical and Operational Documentation, and shall not be extended for any reason, unless the parties expressly agreed to do so in writing.

Article 3 Goods guarantee exclusions

A. General guarantee exclusions

1. Under Article 2.1 of GGTC, the Guarantor's liability under the guarantee granted shall not cover, in particular, defects of goods or their components caused:
 - 1) during or in consequence of goods transport, loading and unloading, installation, or start-up,
 - 2) by incorrect storage, use or operation of goods, in particular, contrary to safety standards, Technical and Operational Documentation, and other recommendations of the Guarantor for goods covered by the order, available at www.selt.com,
 - 3) external factors, and in particular, fire, lightning, very strong wind, water, salts, acids, or weather conditions abnormal for a given region,
 - 4) mechanical damage to goods,
 - 5) any changes in goods, unless those changes in goods were made by the Guarantor, on the Guarantor's request, or following the Guarantor's consent expressed in writing or otherwise deemed ineffective,
 - 6) goods use or operation after a defect is found,
 - 7) normal wear and tear of goods parts and goods consumables, such as: washers, screws, lubricants, etc.,
 - 8) goods repairs or adjustments by an entity other than the Guarantor or an entity specified by the Guarantor.
2. The Guarantee shall not cover slight deviations in technical parameters of goods between those specified in the accepted order and those of the goods sold, provided the goods sold conform to the relevant Construction and Design Documentation as well as Technical and Operational Documentation.
3. The Guarantee shall not cover goods or their components that cannot be identified on a basis of provided documentation and nominal goods parameters, as goods or their components purchased from the Guarantor or the date of their manufacture.

4. The Buyer is obliged to download from the Guarantor the Technical and Operational Documentation in the electronic version regarding the purchased goods and hand it over to the end user, as well as to properly train the user in the handling of the purchased goods, including the rules of its operation and service.

B. Specific guarantee exclusions

Under Article 2.1 of GGTC, the Guarantor's liability under the Guarantee granted also shall not cover, in particular, defects of relevant types of goods or their components that have been specified as acceptable in the Technical and Operational Documentation attached to the goods and available at a Guarantor's sales representative, as well as in the production documentation.

Article 4 Final provisions

1. The parties shall strive to amicably solve all disputes resulting from the concluded Agreement. When a dispute cannot be solved amicably, it shall be referred to a common court of law having jurisdiction over the city of Opole (court of proper jurisdiction for SELT). To avoid any doubts, the above provision does not concern an arbitration tribunal.
2. All Agreements shall be governed by the laws of Poland.
3. In their relations, Selt Sp. z o.o. and the Buyer exclude application of the United Nation Convention on the International Sale of Goods, concluded in Vienna on 11 April 1980 as well as the Convention on the Limitation Period in the International Sale of Goods, concluded in New York on 14 June 1974.
4. All deliveries related to performance of the concluded Agreement shall be made to the Buyer to the address specified in the placed order form or when placing the order. The Buyer undertakes to notify in writing all changes specified in Buyer's contact details. When the Buyer fails to fulfil this obligation, any communications sent to the Buyer to the address notified in its order shall be deemed delivered effectively.
5. In all matters not regulated by this Agreement or GGTC, the relevant provisions of the Polish law shall apply, in particular the provisions of the Civil Code and Commercial Companies Code.
6. GGTC apply accordingly to the services provided by SELT, including the works performed.
7. Should any provision of the Agreement or GGTC become invalid, also due to changes in relevant Acts, this shall not affect validity of its remaining provisions.