

GUARANTEE CONDITIONS FOR ROLLING BEARINGS MANUFACTURED BY FŁT-KRAŚNIK S.A.

GENERAL CONDITIONS FOR QUALITY ASSURANCE

§ 1 General Conditions

Name and address of the guarantor: Fabryka Łożysk Tocznych - Kraśnik Join Stock Company with its registered office at Fabryczna 6 , 23-210 Kraśnik, Poland.

§ 2 Terms of the Guarantee

1. The guarantor guarantees the proper quality of bearings constituting his range indicated in section 2 of this paragraph, provided that they were properly transported, stored, properly selected, installed and operated in accordance with the applicable regulations and standards in particular industries, as well as with the reservations indicated in point 5.
2. The guarantee covers bearings manufactured by FŁT-Kraśnik S.A. (hereinafter referred to as the "Products") intended for vehicles, machines and devices.
3. The guarantee for the Products is granted for a period of 3 years from the date of sale specified on the proof of purchase of the product (VAT invoice or receipt), provided that the Products are properly transported, stored, installed and operated, and in the case of storage they are inspected and maintained by the manufacturer once a year.
4. In special cases, the guarantee may be granted for a period longer than that indicated in point 3, this requires separate written arrangements with the customer.
5. The guarantee is excluded in cases:
 - 1) failure to follow the instructions provided by the Guarantor (instructions are contained in the Production Catalogue of FŁT-Kraśnik S.A. available at www.flt.krasnik.pl),
 - 2) wear and tear resulting from the normal operation of the vehicle, machine, appliance
 - 3) when the Products have been installed contrary for their intended use,
 - 4) when the Products have been damaged as a result of incorrect transport, unloading, storage, installation, use of wrong tools or use of a vehicle, machine or devices contrary to the manufacturer's instructions.
 - 5) the Product has been disassembled and reassembled,
 - 6) when the Products have been prematurely worn out due to the reuse of damaged assembly parts,
 - 7) damage caused by the a traffic accident or collision or other mechanical damage,
 - 8) damage caused by the use of the vehicle, machine, device for purposes inconsistent with its intended use,
 - 9) damage caused by the lack of proper maintenance of the vehicle, machine, device in which the Product has been installed or caused by the malfunction of systems with which the Product works,
 - 10) carrying out the repair contrary to the repair technology of a vehicle, machine, device, and in particular, in accordance with the principle of exchanging parts in pairs, and exchanging cooperating elements and exchanging disposable assembly elements,
 - 11) damage resulting from random events, force majeure factors (fire, flood, lightning, etc.),

- 12) malfunction of other installations (e.g. electrical, heating, etc.) and/or devices affecting the Product,
- 13) installation design errors, incorrect Product selection,
- 14) installation of the Product by persons who are not competent and experienced

§ 3 Scope of the Guarantee

1. If only some of the Products sold are affected by a defect, the Guarantor's liability is limited to the defective Products. The Guarantee covers only defects in the Products resulting from the causes inherent in the sold Products.
2. The total liability of the Guarantor is limited exclusively to the price of the Product sold by the manufacturer.

§ 4 General conditions of use

The quality guarantee covers only the Products installed, operated in accordance with the guidelines provided in the catalogue on www.ftt.krasnik.pl and in accordance with the instructions of the manufacturer of the vehicle, machine or device in which the Products are installed.

§ 5 Guarantor's obligations and Buyer's rights

3. Subject to the regulations of § 2 - § 4, the Guarantor is obliged to remove a physical defect of the Product or to deliver the Product free from defects, provided that these defects are revealed within the time limit specified in the guarantee statement.
4. The Guarantor shall be released from liability under the guarantee if the Buyer knew of the defect in the Products at the time of purchase.
5. In the case of mechanical damage to the Products created before the goods are delivered to the Buyer, they must be confirmed in the protocol of receipt of the Product from the means of transport, signed by the driver. Failure to meet the requirements specified in this provision will result that the complaint will not be recognized.
6. In case of any defects in the Products, the Buyer is obliged to refrain from installing them, immediately inform the Guarantor, secure the Products against damage and submit a written complaint.
7. If the Buyer has installed the Products with visible or previously detected defects, the Guarantor shall not bear the costs related to the disassembly and reassembly of the defect-free Products.
8. If a product defect is revealed, a Buyer who is not a consumer should immediately, no later than 7 days from the date of its discovery, file a complaint, and a Consumer no later than 14 days from the date of its discovery. Along with the complaint or immediately after its submission, the Buyer should deliver the Product to the shop where he made the purchase or to the headquarters of the Guarantor, his Branch or Distributor. The Guarantor may release the Buyer from the obligation to deliver the Product to which the complaint relates.
9. The time limit for the Guarantor to respond to the demands of the Buyer's complaint and to respond to the complaint is 14 days from the date of its delivery to the Guarantor and delivery of the Product to which the complaint relates, in the manner specified in section 6 of this paragraph, counted, if these actions did not occur simultaneously, from the event that occurred later. If it is necessary for the Guarantor to inspect the Products complained about, an authorized representative of the Guarantor shall carry out the inspection within the time agreed with the Buyer, documenting the action with a complaint protocol. At the request of the Guarantor, the Buyer is obliged to present documents concerning the installation of the complained Product and documents concerning periodic inspection of the vehicle, machine, device in which the complained Product was installed and the way of using the vehicle, machine, device. For the period of the need to carry out the inspection

until the date of its execution, the fourteen-day period does not run. The fourteen-day period may be extended in the event of: the need to carry out an expert opinion on the Product under complaint, inability to carry out the inspection referred to above, as well as in the event that, due to the scope of the complaint and the type of demands made, the Guarantor is not able to meet the deadline, for technical and organizational reasons, not no longer than 90 days.

10. The condition for exercising the guarantee rights is presentation by the Buyer to the Guarantor:
 - a) complaint notification,
 - b) Product purchase proof.
11. A complaint notification may be made:
 - a) in writing to the address: Fabryczna 6, 23-210 Kraśnik
 - b) in electronic form to the following address: info@flt.krasnik.pl
12. If the Guarantor accepts the complaint and replaces the Products, the defective Products become its property after replacement. The previous sentence shall apply accordingly when the price for the defective Product is returned.
13. The deadline for the execution of the Guarantor's decisions resulting from the recognition of the complaint shall be determined individually.
14. If the Buyer has provided his e-mail address, the parties consider the forwarding effective Guarantor's statements and decisions to the e-mail address provided by the Buyer. The Buyer is obliged to update the e-mail addresses for deliveries indicated to the Guarantor. Failure by the Buyer to inform the Guarantor about changes in the e-mail address results in recognition of the Guarantor's statements and decisions sent to the Buyer's current address as delivered.
15. The Buyer's personal data will be processed by the Guarantor, and the scope and conditions for the processing of personal data are included in the Privacy Policy in the Information Clause for Customers and Suppliers on the website www.flt.krasnik.pl.
16. These revised General Terms and Conditions of the Quality Guarantee apply to Products purchased from 01.09.2020.