

## Warranty Terms and Conditions

1. FIBAR GROUP SA with its registered office in Wysogotowo, Serdeczna 3 street, 62-081 Wysogotowo, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań-Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under the number: 553265, Tax ID 7811858097, REGON number: 301595664, share capital PLN 1,182,100 paid in full (hereinafter: " **FIBARO** ", " **Manufacturer** ") gives the Consumer a guarantee that the offered Goods (" **Goods**" , " **Product** ") are free from material and workmanship defects.
2. FIBARO undertakes to repair the Goods free of charge in the event of disclosing defects in the Goods resulting from reasons inherent in the subject of sale (production defects), within 24 months from the date of purchase of the Goods by the Consumer.
3. FIBARO undertakes to remove defects revealed during the warranty period free of charge, by repairing or replacing the Good's defective elements with new or defect-free parts. The choice of the defect removal method depends on the Manufacturer's will and in such situations the Manufacturer reserves the right to replace the entire Device with a new or refurbished one. However, if the Goods were purchased by the Consumer, the repair or replacement of the Goods takes place on the terms set out in art. 43d of the Act on Consumer Rights of May 30, 2014. All defective Goods or their parts, which were replaced as part of the exercise of the rights under the Warranty, become the property of ASP.
4. Only the proof of purchase of the Goods holder and a valid warranty document may claim warranty claims.
5. Before submitting a complaint, FIBARO recommends telephone or online technical support contact available at <https://www.fibaro.com/pl/support/>
6. After a correct complaint submission, the Customer will receive contact details to ASP. The Customer is obliged to contact ASP on his own and deliver the Goods under complaint to the address provided by ASP.
7. Defects will be removed within a reasonable time from the moment when the Manufacturer was informed by the Customer about the lack of compliance with the contract, and without undue inconvenience to the Customer, taking into account the specificity of the Goods and the purpose for which the Customer purchased them, but not later than within 30 days from the delivery date of the Device to ASP. The warranty period is extended by the time in which the Device was at ASP's disposal.
8. The Goods under complaint should be made available by the Customer together with complete, standard equipment needed to run it and documents confirming its purchase.
9. ASP refuses to accept a complaint in the case of:
  - 9.1. finding that the Goods have not been used in accordance with the intended use and the user's manual;
  - 9.2. the Customer provides incomplete Goods: without accessories, without a rating plate;
  - 9.3. finding the cause of the defect other than a material or manufacturing defect inherent in the Goods;
  - 9.4. invalid warranty document and lack of proof of purchase.
10. The warranty does not cover:
  - 10.1. replaceable batteries and additional accessories such as: screws, instructions, wires, mounting tape;

- 10.2. mechanical damage (cracks, fractures, cuts, abrasions, physical deformations caused by hitting, falling or dropping another object on the Goods or using the Goods inconsistently with the intended use specified in the dedicated user's manual);
  - 10.3. damage caused by external causes, e.g.: flood, storm, fire, lightning, natural disasters, earthquake, war, civil unrest, force majeure, unforeseen accidents, theft, liquid flooding, battery leakage, weather conditions; exposure to sunlight, sand, moisture, high or low temperature, air pollution;
  - 10.4. damage caused by incorrectly functioning software, as a result of a computer virus attack, or use of outdated software;
  - 10.5. damage resulting from: overvoltages in the power grid and/or telecommunications network, or from connecting to the power grid in a manner inconsistent with the user's manual, or due to connecting other products which are not recommended by FIBARO;
  - 10.6. damage caused by work or storage of the Goods in unfavorable conditions, i.e. high humidity, dust, too low (including frost) or too high ambient temperature. Detailed conditions under which the use of the Goods is allowed are specified in the user's manual;
  - 10.7. damage caused by the user's faulty electrical installation, including the use of incorrect fuses;
  - 10.8. damage resulting from the Customer's failure to perform maintenance and service activities as mentioned in the user's manual;
  - 10.9. damage resulting from the use of non-original spare parts and accessories not appropriate for a given model, repairs and modifications by unauthorized persons;
  - 10.10. defects resulting from work with faulty Goods and their accessories.
11. The warranty also does not cover:
- 11.1. natural wear of the Good's elements and its other parts listed in the user's manual and technical documentation with a specific operating time;
  - 11.2. wear of the elements of the Goods resulting from its inappropriate use.
12. FIBARO informs that in event of non-compliance of the Goods with the contract, the Customer is entitled by law to legal protection measures from and at the seller's expense, and this warranty does not affect these legal protection measures.
13. The provisions of the Civil Code and other acts (in particular the Act on Consumer Rights of 30 May 2014) shall apply to matters not covered by this Warranty.
14. FIBARO shall not be liable for damage to property or a person, or for other civil law consequences caused by the defectiveness of the Goods. In particular, FIBARO shall not be liable for indirect, incidental, special, consequential or moral losses, as well as for lost profits, savings, data, benefits, claims of third parties and other damages resulting from or related to the use of defective Goods.