

General Terms and Conditions of Warranty for VRLA Batteries for HVCBS and LVDBS Systems

1. HYBRYD Sp. z o.o. (limited liability company) with its registered office in Pyskowice, Poland, hereinafter referred to as the Warrantor, grants a warranty for lead-acid batteries under the principles set out below.
2. The Warrantor's liability on account of the warranty includes only defects occurred for reasons inherent in sold goods.
3. The warranty period starts from the date of sale and amounts to: 12 months. Other warranty period requires additional arrangements in writing between the Buyer and the Warrantor.
4. A battery should be installed in line with the recommendations contained in *Operating conditions of VRLA batteries in HVCBS and LVDBS Systems* within 30 days from the date of sale.
5. In case the Warrantor finds that a battery worked outside the recommended temperature range stated in *Operating conditions of VRLA batteries in HVCBS and LVDBS Systems*, the warranty is shortened by half for each increase in temperature by 10°C from 25°C.
6. Legitimacy of a complaint is determined by the Warrantor on the basis of a check of technical parameters of goods complained about.
7. In case a defect is found in the period of validity of the warranty, the Buyer is entitled to a free-of-charge repair or replacement of batteries. The Warrantor decides upon the method of handling a complaint.
8. Complaint notifications should be directed to the Warrantor's Service Department on working days, within working hours, i.e. from 07:00am to 03:00pm, by phone, fax, post or electronic mail.
9. Together with a complaint notification it is necessary to state model and serial number of the main unit of a HVCBS system or a LVDBS cabinet to which batteries are connected.
10. Replacement of one or more batteries in a battery bank is not permitted without agreement with the Warrantor.
11. During the start-up of a HVCBS/LVDBS system the Warrantor puts near batteries a temperature recorder with registration time exceeding one year, to which the Buyer consents.
12. Acceptance of a complaint is conditional on presenting reports of system start-up, periodical warranty inspections of a HVCBS/LVDBS system and periodical inspections of batteries of battery banks (monthly, semi-annually and yearly) in line with the guidelines presented in *Operating conditions of VRLA batteries in HVCBS and LVDBS Systems*.
13. The Warrantor shall fulfil all its obligations within a period not longer than 20 working days, starting from the date of lodging a complaint.
14. For the time required for consideration of a complaint notification the Warrantor does not ensure a free-of-charge delivery of substitute batteries, unless the Warrantor and the Buyer make different arrangements in writing.

15. The granted warranty is effective for the Warrantor only with respect to the Buyer to whom the warranty was granted, unless the Warrantor and the Buyer make different arrangements in writing.
16. The warranty does not include:
 - a. damage to batteries occurred in the result of transport,
 - b. damage to batteries occurred in the result of use, storage, installation or maintenance inconsistent with the *Operating conditions of VRLA batteries in HVCBS and LVDBS Systems*,
 - c. mechanical and thermal damage,
 - d. secondary damage resulting from use of a battery despite noticing an original defect.

An assessment of a cause of damage is made according to reasonable discretion of the Warrantor. Repair or replacement of a battery due to damage mentioned in this point may be made by the Warrantor against a fee.

17. The Warrantor shall not be liable for a loss of revenues, interruption of business or functioning of systems, data loss or any other direct or indirect damage and costs associated with it, arising out of functioning of and damage to batteries.
18. A replaced or repaired battery is delivered to the Buyer by the Warrantor at the latter's expense.
19. The Warrantor may make repair or replacement of a battery conditional on a carried out on-site visit in the place of its use, in particular on records from a temperature recorder put near batteries.
20. In the event the Warrantor finds that a notification was groundless in full or in part, the Warrantor will notify the Buyer about this fact and will propose repair or replacement of a battery against a fee.
21. In case of a groundless complaint notification, the Warrantor will return a battery at the Buyer's expense, and if carrying out repair outside the Warrantor's registered office is agreed, it will charge the travel costs to the Buyer.
22. To all matters not settled in these general terms and conditions the provisions of the Polish law shall apply, and any disputes not settled through amicable negotiations will be settled by the court of jurisdiction for the registered office of the Warrantor.

Associated documents:

1. Operating conditions of VRLA batteries in HVCBS and LVDBS Systems
2. HVCBS/LVDBS VRLA Battery Inspection Report