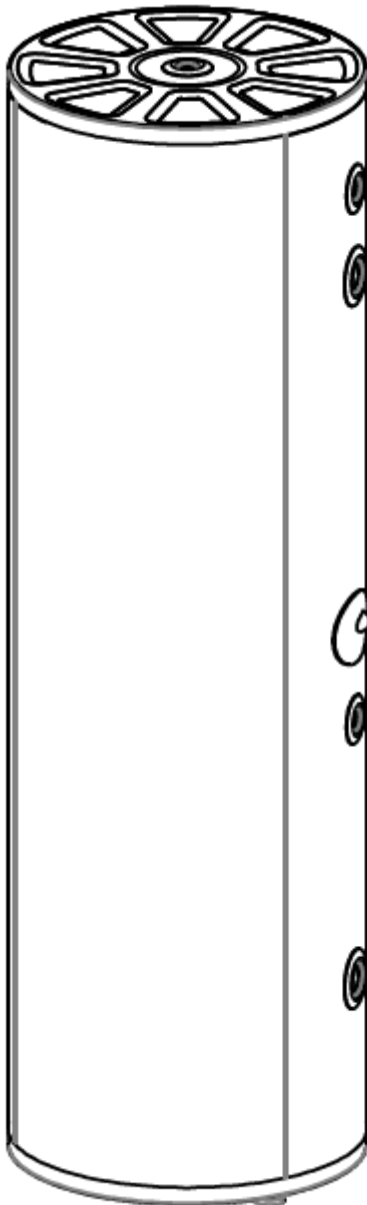


WARRANTY CARD
FOR 2in1 TANKS AND HEAT BUFFERS



WARRANTY ON TANK MODELS

ZC-02 / ZC-025 / ZC-05

ZCC-25

BR-01 / BR-02 / BR-025 / BR-05

General Warranty Terms

§1 Definitions

Used in the further part of these General Warranty Terms and Conditions "Warranty for hot water tanks." terms mean:

- a) ENERGIA ON - Energia On Spółka expand_moreprivate limited company with its registered office in Sopot, ul. Mikołaja Reja 13/15 lok. 1101, 81-874 Sopot; e-mail; kontakt@warme.com.pl ; NIP: 5851492862, REGON: 387954254, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under KRS number: 878750;
- b) Client – a natural person or a legal person who concluded an Agreement with ENERGIA ON on the sale of a hot water tank;
- c) Device - a device indicated in detail in the Warranty Card;
- d) GTC - these General Warranty Terms and Conditions "Guarantee for hot water tanks".
- e) Ongoing maintenance - activities and activities consisting in carrying out maintenance works, in accordance with the applicable law and the manufacturer's or installer's recommendations, necessary to maintain the device in proper technical condition.

§2 Scope of warranty protection

1. ENERGIA ON (Guarantor) provides the Customer with a quality guarantee for the Device indicated in detail in the Warranty Card, on the terms set out in the GTC and ensures its efficient operation provided that the Device is used in accordance with its intended purpose.
2. The ENERGY ON warranty covers the quality of the Equipment referred to in par. 1. The warranty covers defects of the Devices revealed during the Warranty period, as long as they result solely from reasons previously inherent in the Devices. In the event that a manufacturing defect is revealed during the warranty period, caused by faulty parts or manufacturing defects of the device, resulting in the lack of its proper operation - i.e. operation inconsistent with the technical and operational conditions specified in the device's instruction manual, ENERGIA ON undertakes, in accordance with conditions set out in this Warranty, to repair the device free of charge or replace it with a new one. The warranty provides free replacement parts and labor.
3. The maximum liability under the Guarantee is limited to the value of the devices covered by the given Agreement with the Customer.

§3 Duration of warranty protection and its territorial scope

1. The Guarantee period provided by ENERGY ON is 5 years from the date of purchase.
2. If, in the performance of its warranty obligations, ENERGY ON has provided the Customer with a defect-free Device instead of a defective Device, or has made significant repairs to the Device covered by the warranty, the warranty period shall run anew from the moment of delivery of the Device free of defects or return of the repaired Device. In this case, the warranty period for the Device expires at the latest within the period resulting from the general warranty period, counting from the date of purchase. If ENERGY ON has replaced a part of the Equipment, the above shall apply accordingly to the replaced part.

§4 Warranty Disclaimer

1. ENERGIA ON's liability under this Guarantee is excluded in the case of:
 - a) use by the Customer or any third party of the Device contrary to its intended use, the ON ENERGY warranty card and the instruction manual received by the Customer together with the Device, where there are instructions or guidelines for their proper use;
 - b) Customer's failure to comply with comments, instructions or information received from ENERGIA ON during the Warranty period regarding the proper use of the Devices,
 - c) making by the Customer or any third party any changes to the settings, configuration changes, changes or structural modifications to the Devices, including the installation or connection of additional elements, contrary to the rules of using the Devices, warranty card or instruction manual,
 - d) repair, modification, replacement of the Devices or any of their elements by the Customer or any third party without a written agreement with ENERGIA ON,
 - e) mechanical damage to the Devices not attributable to the ENERGIA ON representative, including damage caused by any third party, as well as rodents, birds or other animals,
 - f) damage or lack of functionality, properties or specific features of the Devices as a result of random events such as fires, floods, hail, lightning, storms and other unmentioned natural disasters, overvoltage of the distributor's network and networks inside the Customer's property,
 - g) change, removal or blurring by the Customer or any third party of the serial number of the Device,
 - h) failure to immediately report by the Customer a malfunction, defect or other event that results or may result in a defect, in particular within the time limit and in the form referred to in the GTC.
2. The warranty also does not cover:
 - a) defects and damage to the Devices resulting from improper operation, maintenance, operation, storage, use of inappropriate consumables, use contrary to intended use,
 - b) activities listed in the instruction manual belonging to the normal operation of the Devices, delivery, cleaning, parts subject to wear during normal operation,
 - c) damages resulting from the proper or incorrect operation of the Devices,
 - d) events for which ENERGIA ON is not responsible,
 - e) devices repaired and operated with the use of unauthorized parts,
 - f) damage caused by: hard, acidic water and other factors that may cause corrosion.

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3. If the conditions set out in this paragraph are met, the Guarantor has the right to refuse to accept the Device for repair only in the event of:
- a) reporting a defect within 7 days from the occurrence of the defect,
 - b) finding inconsistencies between the data in the documents and the data on the Device,
 - c) making corrections or deletions in the Warranty Card by unauthorized persons, illegible serial numbers on the Device,
 - d) breach of seals on the Device.

§ 5 Proceedings in the event of disclosing a defect

1. If the Customer finds a defect covered by the ENERGIA ON Guarantee, the Customer is obliged to immediately, not later than within 7 days from the date of detecting the defect, inform ENERGIA ON about this fact.
2. The Customer submits a complaint electronically to the e-mail address ENERGIA ON: serwis@warme.com.pl indicating in the notification:
 - a) Customer identification data;
 - b) data identifying the Agreement;
 - c) data identifying the defective Device, including its serial number or identification number;a detailed description of the defect and the date of its disclosure and, if possible, by sending photos confirming the existence of the defect.
3. In the event of revealing a defect, the Customer is obliged to take steps to prevent further damage or damage, including turning the Device out of use, if necessary.
4. ENERGIA ON will consider the complaint within 20 days from the date of receipt of a complete and correct notification and immediately inform the Customer about the manner of settling the case.
5. If it is not possible to remotely check the correct operation of the Device, the Customer is obliged to deliver the Device to ENERGIA ON.
6. Removal of the defect of the Device by ENERGIA ON takes place within 40 days from the date of receipt of a complete and correct Customer's complaint, and in the case of replacement - from the date of delivery of the complained Device to ENERGIA ON. The Guarantor stipulates that this period may be extended in the event of the need to carry out activities during holiday periods or other events independent of ENERGIA ON. ENERGIA ON shall immediately notify the Customer of a possible extension of the deadline for the performance of warranty services.
7. In the event of an incomplete complaint application, ENERGIA ON reserves the right to withhold consideration of the complaint application and performance of warranty services until the Customer submits a complete application.

§ 6 Warranty services

1. If the complaint is found to be justified, ENERGIA ON will, at its sole discretion, repair or replace the defective Device with a defect-free one. In this case, the Customer does not bear the costs of repair work, service costs, expertise, delivery, materials used for repair. As part of warranty services, ENERGIA ON has the right to use spare parts and repaired components.
2. In the event of replacement of all or part of the device under complaint, the ownership of the defective Device or its part is transferred to ENERGIA ON.
3. In the event of discontinuation of production of devices that were originally installed at the Customer's and are replaced in the complaint process, ENERGIA ON reserves the right to provide the Customer with devices other than those originally installed as part of the warranty, however, in each case the functionality will remain at the same level as in the case of devices that are the subject of the complaint procedure.
4. In a situation where, during the consideration of the complaint, it turns out that the Device does not have a defect covered by the Guarantee, or there are circumstances excluding the Guarantee, referred to in § 4 of the GTC, ENERGIA ON has the right to charge the Customer with all costs of the complaint procedure.
5. Repair and replacement of the defective Device are the only remedies available to the Customer under the ENERGIA ON Guarantee.

§ 7 Other provisions

1. The ENERGIA ON warranty does not exclude, limit or suspend the Customer's rights under the provisions on warranty for physical and legal defects, which ENERGIA ON grants to the Customer in connection with the concluded Agreement.
2. The maximum liability of ENERGIA ON under this Guarantee may not exceed the equivalent of the price paid by the Customer for the purchase of the complained Devices.
3. ENERGIA ON shall not be liable to the Customer or any third party resulting from failure to perform or delay in performance of the ENERGIA ON Guarantee, if such failure or delay is caused by force majeure, in particular circumstances such as: acts of nature, wars, riots, strikes, war-like conditions, epidemics, fires, floods, or other similar causes and circumstances beyond the control of ON ENERGY. In such cases, the performance of warranty services by ENERGIA ON is suspended, with no liability for the period of delay that may be caused by these reasons.
4. On the basis of this Guarantee, ENERGIA ON shall not be liable for direct or indirect damages (losses and lost profits), both in property and personal injury, incurred by the Customer or third parties for any reason arising from or related to the Devices or their operation, in particular, loss of or damage to other equipment.
5. Any arrangements deviating from the provisions of the GTC require a written form to be valid.
6. The customer has no right to assign his rights and obligations towards ENERGIA ON under the ENERGIA ON Guarantee without his prior written consent.

| No. | REPAIR NOTIFICATION (DATE) | PERFORMED (STAMP) | AUTHORIZATION NO | REMARKS |
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MANUFACTURER

ENERGIA ON SP. Z O.O.

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