

**Principles of complaint procedure at ES SYSTEM K Sp. z o. o.
applicable within the European Union**

This document settles the rules for warranty conditions related to specific parts used in equipment supplied by ES SYSTEM K Sp. z o. o., rules for verification of completeness and quality of orders by the Recipient, rules for support provided to the Recipient by ES SYSTEM K Sp. z o. o. in relation to installation of equipment in the facility.

Warranty

1. This warranty shall be issued by ES SYSTEM K Sp. z o. o., with its registered seat at ul. Wrzosowa 10, 32-340 Wolbrom, Poland, hereinafter referred to as the Manufacturer.
2. The warranty shall be issued for 12 months as of the date of issue of the sales document, and in the case of purchase of the equipment from the distributor - no longer than within 13 months from the date of purchase of the device by the distributor from the Manufacturer.
3. The warranty includes exclusively equipment supplied by ES SYSTEM K Sp. z o. o., transported, stored, installed, and used in compliance with guidelines specified in the user's manuals and technical specifications (operation and maintenance manual), as well as other guidelines provided by the Manufacturer, as for instance, individual assembly guidelines.
4. Failure to comply with the guidelines specified in this document shall result in rejection of complaints by the Manufacturer.
5. Specifically, failure to comply with the terms and conditions of use, which are enclosed to the technical specification, shall result in rejection of complaints by the Manufacturer.
6. The Manufacturer ensures the highest quality of stainless steel used in production of equipment and spare parts. Stainless steel requires regular maintenance and cleaning. The warranty does not cover mechanical or chemical damages of equipment surfaces and spare parts made of stainless steel, such as scratching of the surface of the use of cleaning agents containing substances that react with the surface of the steel. Stainless steel is corrosion resistant only if the cleaning and maintenance conditions specified in the user's manual are maintained.
7. The Manufacturer reserves the right for non-reimbursement the repairs that have been ordered or made by the Recipient without consent from the Manufacturer. Such consent shall be compiled in a written form or e-mail.
8. All arrangements related to the complaint procedure that diverge from the foregoing terms and conditions shall be null and void unless made in writing.
9. The Warranty includes all parts of the equipment that are specified in section 10 in case the defects lie in the parts themselves. This Warranty excludes the rights other than those fully expressed in this document. Specifically this warranty excludes:
 - Entitlement to request for replacement of the entire device for one free from defects,
 - Entitlement to withdraw from a purchase - sale agreement,
 - Coverage of costs related to assembly or disassembly of a defective part, re-construction of the device, or potential defects resulting from limited activities (malfunction) or technical breakdown.
10. The warranty includes solely the following parts:
 - Electrical parts: controller, probes, thermometer, power units, transformers, fans, heaters (defrosting, evaporating, heating panels, bain-marie), time relay, LED fluorescent tubes;
 - Cooling parts: compressor, unit, evaporator, expansion valve - set, solenoid valve;
 - Servomotors.
11. The Recipient shall report complaint for a specific part in a written form or by e-mail to serwis@essystemk.pl. Such report shall include: name of the specific part, its photograph including a photograph of its nameplate (if applicable), date of failure, description of defect, serial number of the equipment in which such part was installed and exact address and name of facility where the equipment is located.
12. The Manufacturer shall be obliged, as quick as possible as of the date of warranty claim, to make the replacement parts available in the Manufacturer's warehouse in order to be collected by the Recipient or send such parts to the given address at the Recipient's expense including information related to the value of such part (i.e. making available / shipping of new parts shall be carried out prior to complaint investigation). In specific cases, the Manufacturer may refrain from making new parts available / sending them until investigation has been completed. The Recipient is informed about the availability of the parts for replacement, and then it shall inform the Manufacturer about the transport type (indicating the registration number of the vehicle).
13. The Recipient shall be obliged, at his own expense, to effectively deliver the defective part to the Manufacturer within 28 days as of the date of the part to the address indicated or making it available for replacement. Should the Recipient fail to send back such defected part within the time limit, as referred to in the previous sentence, and the Manufacturer sent or made such part available for replacement in accordance with section 12, then the Manufacturer shall be entitled to encumber the Recipient with expenses for shipping such part. The parts in question should be sent to the Manufacturer in a condition enabling damage analysis and the Recipient is liable for all and any mechanical damage to the part. The parts the return of which was not requested by the Manufacturer shall be disposed of by the Recipient.
14. In case of return of the part being the object of complaint, the Manufacturer shall carry out an assessment of the claimed part in order to determine if such defect results from defects in the material of such part. The Manufacturer reserves the right to resend such defective part for expert analysis to the original equipment manufacturer. When expert analysis – completed by the Manufacturer or manufacturer of a given part – confirms that such defect is not resulting from the defects in material of such part (specifically if the expertise analysis proves that the defect results from the user's fault and the warranty claim is rejected) then the Manufacturer reserves the right to burden the Recipient with expenses for claim investigation (i.e. cost of a new replacement part + cost related to expert analysis).
15. Costs for disassembly of claimed part as well as assembly of a new part shall be borne by the Recipient.
16. Investigation of complaint shall be carried out within 30 days as of receipt of the part to be replaced by the Manufacturer (as per rules determined in section 13). The Manufacturer reserves the right to prolong such time limit when it is necessary to send defective part to the manufacturer of such part.

Completeness of orders and proper operation of device

17. At the moment of actual receipt of the equipment the Recipient (or a person acting on the Recipient's behalf) shall be obliged to check the goods in terms of type and quantity. If, at the time of receipt of the goods, the Recipient finds any quantitative or qualitative variance between delivered goods and the goods specified in the shipping list or, the Recipient finds damage to the goods then the Recipient shall enter reservations into the delivery record sheet (i.e. WZ document [stock issue confirmation - CI] or a shipping document). In case of no reservations the delivery shall be deemed complete in terms of its quantity and quality.
18. If qualitative defects of equipment could not have been discerned, due to such defects' nature, at the moment of receipt, then the Recipient shall report such defects via e-mail to serwis@essystemk.pl, or in writing within 7 days as of real actual receipt of the equipment. Upon expiration of the time limit specified in the previous sentence the delivery shall be deemed non-defective.
19. Upon expiration of the time limits indicated in sections 17 and 18 the orders shall be deemed completed and the equipment shall be deemed operational.

20. The Manufacturer shall verify the reservations, which have been reported, in relation to completeness of shipment and operability (quality) on the basis of its own quality control documentation. The Manufacturer shall be entitled to non-recognition of a claim from the Recipient when the quality control documentation proves that the equipment was sent as complete and operational.
21. If shipped order was incomplete by fault of the Manufacturer, the Manufacturer shall send missing parts any time soon to the Recipient or via the type of transport of its choice, at its own expense.

Installation in the facility; combination into sequences

22. The Recipient shall be the only responsible for provision of correct installation of the equipment in the facility (e.g. shopping centre, café, etc.).
23. Should the Recipient prove that there is no possibility whatever to match equipment (to provide installations) or its specific parts, the Recipient shall be entitled to notify relevant remarks to the Manufacturer.
24. On the basis of its own quality control documentation and description of circumstances described by the Recipient, the Manufacturer shall assess if the troubles specified in section 23 result from defects in equipment itself (its parts) or if these require only a suitable installation.
25. If the troubles specified in section 23 result from defects in equipment itself (its parts), the Manufacturer shall send replacement parts via standard shipment.
26. If the defects specified in section 23 may be recovered through correct installation, the Manufacturer shall provide the Recipient with guidelines related to correct installation.
27. Even in spite of such guidelines the Recipient is unable to remove defects and notifies the Manufacturer of technical support necessity, the Manufacturer shall be entitled to burden the Recipient with travel expenses of the service team (excluding costs related to recovery of defects by fault of the Manufacturer).

Other issues

28. This document shall be applicable within the European Union area. Specifically, this warranty shall be applicable to the European Union countries.
29. All matters not settled herein should be governed by the provisions of the Polish law. All disputes arising in connection with application of provisions of this document shall be settled by Polish court having jurisdiction over the Manufacturer's seat.
30. Principles of complaint procedure apply to sales carried out from July 1, 2021.