

## KENO Sp. z o.o.

609 Daszyńskiego Street  
44-151 Gliwice, POLAND  
NIP 6312671983  
BDO: 000006820

## WAREHOUSE

15 Gustaw Eiffel Street  
44-109 Gliwice, POLAND

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✉ [biuro@keno-energy.com](mailto:biuro@keno-energy.com)  
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## § 1 GENERAL PROVISIONS

1. KENO Spółka z o. o. with its registered office in Gliwice at ul. Daszyńskiego 609, 44-151 Gliwice, entered into the register of entrepreneurs of the District Court in Gliwice, 10th Commercial Division of the National Court Register under KRS (National Court Register) number: 0000688578, NIP (Tax Identification No.): 6312671983 and REGON (National Business Registry No.): 367870863 hereinafter referred to as the Guarantor.
2. The cable, has the characteristics as declared in the technical specifications and will operate efficiently and will not break down for the period indicated in this quality warranty.
3. This warranty does not exclude or limit the rights of the buyer who is a consumer, resulting from the provisions of the warranty for defects of the sold thing. The consumer may exercise warranty rights independently of the rights under this limited quality warranty. The claim procedure under the warranty for physical defects of the sold thing is conducted by the Seller.
4. This limited quality warranty extends only to cables manufactured by the Manufacturer and first placed on the market in the European Union by installation at the customer's premises.
5. This limited quality warranty does not require the guarantor's signature to be valid.
6. Any change to the content of this limited quality warranty shall require a written statement from the guarantor in order to be effective.

## § 2 PRODUCTS UNDER WARRANTY

1. The quality warranty covers the following types of cables for photovoltaic installations manufactured by KENO Sp. z o. o:
  1. KENO 4 mm<sup>2</sup> black cable 50 m package
  2. KENO 4 mm<sup>2</sup> red cable 50 m package
  3. KENO 6 mm<sup>2</sup> black cable 50 m package
  4. KENO 6 mm<sup>2</sup> red cable 50 m package
  5. KENO 10 mm<sup>2</sup> black cable 50 m package
  6. KENO 10 mm<sup>2</sup> red cable 50 m package
  7. KENO 4 mm<sup>2</sup> black cable 100 m package
  8. KENO 4 mm<sup>2</sup> red cable 100 m package
  9. KENO 6 mm<sup>2</sup> black cable 100 m package
  10. KENO 6 mm<sup>2</sup> red cable 100 m package
  11. KENO 10 mm<sup>2</sup> black cable 100 m package
  12. KENO 10 mm<sup>2</sup> red cable 100 m package
  13. KENO 4 mm<sup>2</sup> red cable 500 m package
  14. KENO 4 mm<sup>2</sup> black cable 500 m package

## § 3 STARTING DATE OF THE WARRANTY PERIOD

1. This limited quality warranty is effective from the date of installation at the end customer or 90 days after leaving KENO's warehouses, whichever occurs first.

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## § 4 DURATION AND SCOPE OF WARRANTY

1. KENO Sp. z o. o. warrants that during the period of 60 months (in words: sixty months) from the date of commencement of this quality warranty, the cable for photovoltaic installation being the subject of the warranty will function faultlessly and will not break down due to defects in design, material or process.

## § 5 CLAIM PROCEDURE

1. All claim notifications should be submitted by sending a notification to the address KENO Sp. z o. o. 44-151 Gliwice, ul. Daszyńskiego 609, or in electronic version by sending a claim notification to the address: reklamacje@keno-energy.com
2. All claim notifications should be reported immediately, no later than within 7 days of noticing a defect.
3. The claim should include at least:
  - 3.a) details of the claimant
  - 3.b) proof of purchase/order number
  - 3.c) precise indication of the goods subject to claim and their quantity
  - 3.d) detailed description of the noticed defects
  - 3.e) date on which the defect was noticed
  - 3.f) photographic documentation
4. In case of claim notification the complaint, the Guarantor, at its own discretion, will replace or repair damaged wire free of charge, or will return its value determined on the day of claim settlement.
5. In the case of replacement of a part or the whole cable with a new one free of defects, the defective part subject to replacement becomes the property of KENO.
6. The guarantor undertakes to fulfill warranty obligations by performing remedial actions within 30 days from the date of issuing a decision accepting submitted claim.
7. If the Guarantor decides to replace a damaged cable for photovoltaic installation, which is no longer manufactured, it can supply another type of cable with comparable or better parameters and technical properties. All costs associated with disassembly, installation, packaging and transportation shall be borne by the buyer.

## § 6 WARRANTY EXCLUSIONS

1. This warranty does not apply if the defects were caused by incorrect transport, handling, connection, maintenance or external influences.
2. This warranty does not apply if the defect or damage occurred due to:
  - 2.a) Failure to comply with any of the requirements of the installation instructions.
  - 2.b) Installation of the cable by unprofessional or untrained personnel.
  - 2.c) Installation of the cable in a location where its operating conditions do not fall within the range specified in the installation instructions.

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- 2.d) Cracking/shearing of the cable due to external force.
  - 2.e) Intentional damage, unauthorized modifications, chemical reactions, or use of improper replacement parts.
  - 2.f) Damage to the building where the cable for the photovoltaic system was installed.
  - 2.g) Natural disaster.
  - 2.h) Use of the cable in a manner contrary to its intended use.
- 3. KENO Sp. z o. o. shall not be liable to the customer or any other third party for non-performance or delay in performance of its obligations, including its obligations under this Warranty, if the non-performance or delay is due to circumstances beyond KENO's control, such as acts of war, strikes, insurrections, lack of availability of adequate and sufficient labor, materials, capacity, technical failures, loss of profit or other unforeseeable events beyond KENO's control ("force majeure events").
  - 4. The methods of terminating the warranty claim indicated in § 5 are the only remedies provided for under this warranty. KENO Sp. z o. o. declares that it does not accept any responsibility for costs resulting from exercising the rights of this warranty. In particular, KENO Sp. z o. o. shall not be liable in any way for the costs of transport, insurance, customs clearance, disassembly and assembly of the advertised cables for the photovoltaic installation.
  - 5. Under this limited quality warranty, the guarantor assumes no liability for lost profits, indirect, consequential or exemplary damages, (including loss of production, loss of profits, loss of goodwill, loss of business reputation, or losses resulting from delays).

## §7 FINAL PROVISIONS

- 1. KENO Sp. z o.o. shall not be liable to the purchaser or any third parties, if the impossibility of performance of obligations resulting from this warranty was caused by force majeure.
- 2. If any provision or clause of this Warranty is held to be invalid, unenforceable or void, this shall not affect the validity of the remaining provisions
- 3. Any disputes that may arise from the application of the provisions of this warranty shall be governed by Polish law and settled by the court having jurisdiction over the Guarantor's registered office.
- 4. Nothing in this warranty excludes or limits the end customer's claims against the seller under warranty for defects in the goods sold.
- 5. These warranty terms and conditions become effective as of November 1, 2021 and apply to cables purchased by the eligible person between that date and the effective date of the new warranty terms and conditions.