

## **A. Warranty**

The Seller shall provide a quality warranty for the Goods to the Buyer; the warranty period shall be five (5) years after the date of acceptance of the Goods by the Buyer (the "Warranty Period"). With the quality warranty, the Seller undertakes that the Goods purchased by the Buyer shall be fit for the agreed purpose of use throughout the specified Warranty Period.

1 The Warranty shall particularly not apply to defects caused by or arising from:

1.1 Improper storage of the Goods prior to their installation and commissioning; (b) Inappropriate, incorrectly designed or wrongly performed installation of the Goods, or improper use of the Goods; (c) Wear and tear related to the natural life cycle of the Goods and their regular use (e.g. the varistor of surge voltage protectors); (d) Excessive use of the Goods, i.e. their use contrary to the recommendations or instructions by the Seller (e.g. by exceeding the number of the declared operating cycles); (e) Any change or modification to the Goods that was carried out by the Buyer or any third person, except for persons designated or approved by the Seller; (f) External factors outside of the control of the Seller; (g) Force majeure, covering particularly flooding, fire, lightning, earthquake, strikes or civil riots.

1.2 Exclusions from the Warranty are specified in detail in the claims handling rules, which are available at the Seller's website (the "Claims Handling Rules"). In case of discrepancies between the provisions of the Claim Handling Rule and these GCTC the GCTC shall prevail.

1.3 Any returning of the Goods by the Purchaser to the Seller is subject to the Seller's consent. The Goods may be returned only if the Goods is complete and not damaged including packaging no later than two (2) years from their delivery. The price for which the Seller buys such Goods shall be determined by the Purchaser on the basis of a check performed by the Seller. All costs associated with the back sale (postage, packaging fee etc.) to the Seller shall be borne by the Purchaser. At the Seller's request the Purchaser shall pay the Seller a service charge in order to cover other additional costs incurred by the Seller in connection with the returning of the.

## **B. Claims and European Warranty**

1.1 The Buyer shall be entitled to exercise rights arising from defective performance in connection with any defects of the Goods occurring during the Warranty Period (the "Claim") at any branch office of the Seller indicated in the list, which was submitted to the Buyer upon the purchase of the Goods and which is available at the Seller's website (the "List"). Under the terms and conditions defined in the Claims Handling Rules, the Buyer shall be entitled to file the Claim also outside of the territory of the country, in which the Goods were purchased.

1.2 The Buyer shall exercise the rights arising from defective performance concerning the delivered amount of the Goods no later than fourteen (14) days from the delivery of the Goods.

1.3 Upon its acceptance the Buyer shall inspect the Goods to the possible extent and report defects (if any) by means of the transporter's protocol. The rights arising from defective performance concerning defects the Purchaser could have discovered during the acceptance of the Goods shall cease to exist upon the acceptance of the

Goods in which case the Claim will not be accepted. However, the Seller shall be authorized but no obligated to accept the Claim even in such an event.

1.4 The Buyer hereby acknowledges that the exclusions from the Warranty, the terms and conditions for filing the Claim, and the circumstances under which a Claim will not be accepted as justified shall be governed by the Claims Handling Rules, the contents of which were made known to the Buyer prior to concluding the Purchase Contract.