



WARRANTY
for accessories and tanks for motorboats and yachts
made from acid-resisting steel and aluminum

The KOTNIZ Sp. z o.o. Sp.K. with its registered office in Białystok-Zaszcianki 15-521, Usługowa 7, further called The Producer, grants the warranty on hardware products made by it on the guarantee period of:

- 2 years on accessories made from the acid-resisting steel and aluminum for the motorboats and yachts,
- 1 year on tanks made from the acid-resisting steel and aluminum for the motorboats and yachts,

The guarantee period starts from the date of delivery of the product by the producer to the purchaser.

1. The scope of the guarantee: the entities from the guarantee, the territorial scope

The guarantee is granted by the Producer exclusively to the direct purchaser (not being the consumer according to the provisions of Polish law) of the products made by the Producer, if not stated otherwise in the text of the contract stated between the producer and the buyer. The buyer is not entitled to transfer the rights from the guarantee on other subjects without prior written acceptance of the Producer. The guarantee on terms stated in the warranty hereby is granted exclusively for the entities not being the consumers or being the entrepreneur according to the provisions of Polish law. By the warranty hereby the Producer is not granting the guarantee to the consumers.

The guarantee is affective worldwide and covers exclusively the damages in the product itself. Eventual repair or replacement of the products shall be processed exclusively and due to Producers' decision: in its' head office or in the place where the product was delivered by it after the purchase by the buyer.

2. The product acceptance.

The purchaser is obligated to quantitative and quality acceptance (in the scope of the obvious/visible defects of the merchandise) in the moment of reception of it from the warehouse or during discharging after delivery. The obvious/visible defects means the inconsistency of measurements, colors or mechanical defects of the merchandise like scratches, cracks and any other visible defects or faults of the products.

Reception of the products by the buyer and confirmation of this fact in the document of reception means, that the product and whole batch of it was delivered in the quantity indicated in the reception document and doesn't have any obvious/visible defects. After the reception of the product without any objections and after confirmation of this fact in the reception document excludes the possibility of putting the complaint basing on the obvious/visible defects or the inconsistency of the amount or number of the products – the complaints this kind shall not be considered by the Producer.

3. Complaint application.

The Producer shall repair the defects of the products or replace the products made by him under the condition of reception the complaint application made accordingly to the provisions of the warranty hereby.

The complaint application can be submitted exclusively by the buyer, which purchased the defective product directly from the Producer.

Complaint application should be submitted to the Producer of the product in the guarantee period. The day of the reception of the complaint application by the Producer shall be considered as the day of submitting it.

Complaint application should be submitted in writing directly in the Producers' head office, by mail, fax or e-mail (on the fax number and e-mail address indicated on the Producers' internet site www.kotniz.pl for putting the complaint applications, if any, or any other indicated on it).

The purchaser should enclose to the complaint application the copy of the invoice or other purchase document submitted by the Producers, indicate the number and the date of the order putted to the Producer on which the merchandise was delivered, the numbed and the date of the delivery document.

Complaint application should indicate: the exact description of the defect, identification and description of the purchased product and the buyer, buyer's address and telephone number, the address of the place in which the product is placed, the date number of the invoice and delivery document, the date of delivery the name of the entity that made the installation of the product.

In case that the place of delivery of the product was made by the producer to the buyer was outside the territory of Poland the applier should indicate in his complain application, if possible, the cost of repair the defects of the product in the place that the product is placed at the moment, by the local contractor that ensures the right quality of the repairs.

The product should be delivered to the Producer (on address: Usługowa 7, 15-521 Białystok-Zascianki, Poland) or other place, on the appliers' cost, if the producer requested it. If the producer didn't requested the delivery of the product to his head office or other place the

product should be ready for repair in the place to which the product was delivered by him after the purchase.

The Producer is entitled to request that the submitter of complaint application deliver the photographs illustrating in the accurate way defects of the product as well as the defective product itself to the head office of the Producer (on address: Usługowa 7, 15-521 Białystok-Zaszcianki, Poland) on the buyer's cost under the pain of deny of complaint acceptance.

4. The principles of performance the guarantee claims

The Producer is obligated to consider the complaint application within 14 days from the date of reception of writing complaint application by the Producer in the way that allows to become acquainted with its content or (if Producer requested it) from the date of delivery of the photographs or defective product itself to his head office or other place indicated by him, within 14 days from the date of reception of it by the Producer. The latest date shall be applicable. The date of consideration of the claim can be extended by the Producer, about what the purchaser shall be informed.

Producer it obligated to eliminate the faults and defects of the product in the time proper for determination the cause of the faults a well as for ordering and shipment of elements necessary to eliminate the faults of the product and if needed for commuting of the repair team to the place of delivery of the product or other place indicated by the producer. The time of repair or replacement can be also dependent on the time of delivery the photographs or product itself to the Producer or other place (if requested).

The Producer considers the complaint applications on the basis of the technical approvals, company standards and provisions of the agreement stated in the agreement between the Producer and the purchaser of the product.

The purchaser, not being the consumer in accordance of proper acts of Republic of Poland , is obligated to cover the costs of the complain processing including the costs of service commuting, costs of shipment the products from the Producer to the buyer (if requested and played by the buyer after processing the complaint application) in case of unjustified complaint.

In the guarantee period the Producer is obligated to eliminate the faults and defects occurred in production of the merchandise or benign the consequence of material defects.

The Producer is obligated to perform repair defected products or replacement to defected products.

The complaint claims can be satisfied by the Producer by payment to the purchaser the amount of money indicated by the purchaser in the complaint application as the price of repair that can be made by the local contractor that ensures the right quality of the repairs, in the place that the product is placed in the moment of putting the complaint. By making that kind of payment in the amount indicated by the purchaser the Producer fully satisfies the claims

based on defects indicated in the application and shall be exempted for responsibility for them. After making the payment by the Producer the purchaser is not entitled to demand of repair or replacement of the product in other way. The moment of putting the payment order in a bank or making payment to the purchaser in other way shall be considered as the moment of payment for that kind of repair. Repeated complain application or putting other claims on the same defects or faults that had been indicated in the complaint application proceeded in above way. The Producer shall not be responsible for the way of performing the repairs or quality of repairs made by the contractor found and indicated by the purchaser and for the consequences of improper repair.

On Producers proposal and upon the consent of the applier, complaint may be processed by the product price reduction in the quote agreed by both parties.

The choice of the way of handling the complaint is reserved exclusively for the Producer.

By the warranty the Producer is responsible for removing the defects lie in the product itself in the moment of production and shall be obligated exclusively to removing it by the repair or replacement of the merchandise. The Produces shall not be responsible for any other costs, expenditures or damages that can be the results of the product defects, if it was not previously agreed with the Producer.

5. Exclusions of guarantee liability

The guarantee for the installation can be granted exclusively by the entities that installed the product. The guarantee granted by the warranty hereby doesn't cover the defects and faults occurred in the installation process and caused by improper installation.

Guarantee doesn't cover inessential defects and faults of the products, that don't reduce the utility of the product such as: convex welds, unpolished covered and hidden surfaces and so on.

Guarantee doesn't cover faults and defects of the product, such as: scratches invisible after product installation. Guarantee doesn't cover the defects occurred after delivery of the products from the Producer or the reception of the product by the purchaser from the warehouse, as well as physical features and admissible defects of the products according to the prevailing in Poland Technical Standards.

Constructions exposed on influence of external factors i.e. fire, water, all kinds of chemical substances causing the defects of the products shall not be covered by the Producers' guarantee liability, if the product was not designed and made for use in such conditions (what have to be indicated directly in the Producers' documents issued for each and every product of this kind).

Defects caused by abnormal weather conditions as well as natural disasters and misfortunes shall not be subject to guarantee liability.

Warranty does not cover:

- damages and faults raised after the reception of the products not caused by the construction, material defects of the merchandise or others causes connected directly with improper production of the merchandise,
- defects of the products in which alternations or construction changes were processed without prior Producers' consent,
- defects, faults and damages of the product raised due to improper installation, storage after delivery from the Producer, improper usage or maintenance of the product,
- defects, faults and damages raised due to improper construction of the product made on the basis of design or technical drawings submitted by the purchaser, if Producer is not liable for proper drawing up of it (Producer shall not be liable for it if not prior agreed in writing otherwise),
- performing the maintenance actions.

7. In matters not regulated by the warranty card hereby, provisions of Polish civil code act shall apply as well as provisions of other legal acts being in force on the territory of Republic of Poland.