

GENERAL TERMS AND CONDITIONS OF THE QUALITY WARRANTY

granted by Progress Eco Spółka z ograniczoną odpowiedzialnością in Dobrów

to entrepreneurs for industrial technical screens and articles

1. These General Terms and Conditions of the Quality Warranty regulate the terms of the quality guarantee granted by Progress ECO Spółka z ograniczoną odpowiedzialnością based in Dobrów (address: Dobrów 7, 28-142 Tuczępy) (hereinafter the Warrantor), to entrepreneurs for the following technical screens and articles with applied sieves:
 - Slotted wedge wire screens
 - Split tubes - cylinders
 - Modular polyurethane screens
 - Tensioned polyurethane screens
 - Woven wire screens
 - Folded flat TL screens
 - Woven screens
 - Harp screens
 - String screens
 - Welded progress Tytan type screens
 - Module rubber screens
 - Tensioned rubber screens
 - Perforated steel sheetsapplied in the following industries: minerals/aggregates, wood and paper industry, machining industry, power industry, chemical industry, construction materials (excluding application in architecture), food industry.
2. These General Terms and Conditions of the Warranty do not apply to articles used in architecture (architectonic elements of facilities and their surroundings).
3. The quality warranty is granted in writing, in the offer or in the contract, and shall be vested only in case of making a sale.
4. The quality warranty granted for articles sold to a customer with his seat in the territory of Poland shall apply in Poland only. The quality warranty granted for articles sold and sent by the Warrantor to a customer in a country other than Poland shall apply in that country only.
5. The quality warranty includes hidden physical defects and defects occurring for reasons inherent in the sold item.
6. The guarantee period shall be 12 months from the date of sale, unless the Warrantor has specified otherwise in the offer, agreement or the Warranty Card.
7. Any additional or special guarantee terms may result from the agreement or the Product Warranty Card if attached to the article at the time of sale.
8. The Buyer may use the quality warranty provided that the Buyer used the articles supplied thereto only in the operating conditions defined by the Parties upon accepting the purchase order. In the event of a different operation of the product, the quality guarantee shall not apply.
9. The quality warranty shall not cover:
 - a. natural wear and tear as a result of a normal operation of the product;
 - b. factors that cannot be clearly defined or met e.g. product operation for a defined period regardless of intensity of use;
 - c. articles that were repaired, modernized or modified by an entity other than the Warrantor;
 - d. articles, which have been improperly transported, stored or assembled (assembly and disassembly), used or maintained, including the use of spare parts from sources other than the Seller;
 - e. articles used against their intended use;
 - f. articles operated improperly due to their improper assembly and a lack of periodical inspections (e.g. no inspection and supervision over the operation of a screen);
 - g. articles used against the engineering documentation;
 - h. articles, which were not maintained or were improperly maintained;
 - i. the influence of articles not supplied by the Warrantor on the Warrantor's articles;
 - j. articles modified without the Seller's consent (in particular, the Seller shall not be liable for damages and risks resulting from using modified articles);
 - k. articles damaged during transport;
 - l. parts that require replacement due to normal tear and wear (assembling accessories, screws, nuts etc.);
 - m. articles made according to technical drawings submitted by the Buyer, if the defect occurred as a result of maintaining compliance with the Buyer's drawing;
 - n. designs and samples delivered to the Buyer to present the product;
 - o. articles delivered to the Buyer free of charge;
 - p. articles defined and substandard at the moment of sale.
 - q. unforeseen events and their effect on the articles (e.g. natural disasters, acts of vandalism, force majeure events).

10. The quality warranty shall expire if the Buyer fails to immediately provide the Warrantor, on the latter's request, with the defective product for inspection or fails to make the product available to the Warrantor's representatives for assessment, measurements and verification of any existing defect.
11. In the event of detecting a defect, the Warrantor's obligations under the quality warranty shall include solely the removal of the physical defect of the item, or delivering an item free of defects, at the Warrantor's discretion, in regard to the article or a part thereof, which turned out defective during the term of the warranty period.
12. The repair or replacement hereunder shall be conducted at the Warrantor's plant, unless the Warrantor decides otherwise.
13. Under the pain of losing rights resulting from the quality warranty, the Buyer shall be required to:
 - a. perform systematic inspections and regulations of operated articles, for which the warranty was granted, confirm their operation time and conducted inspections as specified in the engineering documentation for the devices, on which articles are assembled;
 - b. in the event of detecting a defect - report the defect in writing within 5 business dates from detection;
 - c. immediately undertake steps to prevent any increase of the defect in the article;
 - d. attach the below-listed required documents to the complaint;
 - e. attach photo documentation of the defective screen at its mounting location (before disassembly) to the complaint.
14. A warranty claim should include: delivery date, number and date of the invoice constituting the proof of purchase, name and type of the goods, the amount of the defective items that are subject to complaint, indication of the location of the articles, detailed description of the defect, photo documentation of the defect, including pictures taken at the installation point. The form with the specimen for a warranty claim shall be Annex 1 to these General Terms and Conditions of the Warranty.
15. The Warrantor shall review the claim and notify the Customer of the outcome within 30 days from receiving the complete claim, unless another date is provided for in the contract or the warranty card. In complicated cases, the Warrantor may extend the claim review deadline, notifying the Customer.
16. The Warrantor shall commence the removal of the defect after determining all circumstances essential to confirm the Warrantor's liability for the defect.
17. In the event of confirming the Warrantor's liability for the defect, the Warrantor shall perform the repair or replacement of the article within a deadline agreed with the Buyer and technically feasible for the Warrantor, not longer than 30 days from the date of determining that the defect falls under the warranty.
18. If the Warrantor provided the beneficiary of the warranty with an item free of defects instead of the defective item, or has performed significant repairs in the item covered by the warranty, the term of the warranty shall run again as from the moment of delivering an item free of defects or returning a repaired item. If the Warrantor has replaced parts in the item, the term of the warranty shall run again only in relation to the replaced part. Otherwise, the warranty term shall be extended by the period, during which the warranty beneficiary could not have used the item due to the defect.
19. If the Warrantor determines that the defect report by the Buyer does not exist or is not covered by the quality warranty, the Warrantor shall be entitled to a reimbursement of costs incurred in connection with assessing the article (e.g. service travel costs, costs of tests etc.). In justified cases, the Warrantor may withdraw from charging the Buyer with these costs.
20. Submitting a claim shall not exclude the obligation of a timely payment for the purchased goods.
21. The Warrantor shall not be liable for any lost profits, the expenses for goods processing, production losses the costs related with any required disassembly and re-assembly, the costs of any required withholding of assembly or construction works, loss of revenues and/or other consequential or indirect losses, incurred directly or indirectly by the Buyer or third parties.
22. The granted warranty shall be subject to the Polish law. In matters not regulated by the provisions of these General Terms and Conditions of the Warranty, the provisions of the Polish Civil Code shall apply.
23. The Warrantor and the Buyer shall aim to amicably resolve any disputes under the granted Quality Warranty through negotiations. If an agreement is not reached, the court competent to hear the dispute shall be the court in Kielce.
24. These General Terms and Conditions of the Warranty shall be effective as of 29.10.2021.