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General terms of sale (GTS)

1. Preamble

The general conditions of sale of Bumex Sp. z o.o., hereinafter referred to as Bumex Sp. z o.o. refer to the entire range of Bumex sp. z o.o. products, and are an integral part of all sales contracts with customers. General terms and conditions also apply to any future transactions, even if not explicitly stated otherwise. No later than the conclusion of the sales contract the customer accepts the general conditions (GCS). Thus, the buyer waives all its own conditions of sale, if any existed. Bumex Sp. z o.o. reserves the right to refuse any orders without giving reasons for. Bumex Sp. z o.o. does not conduct consumer sales within the meaning of the Act of 27 July 2002 on special conditions of consumer sales and amendments to the Civil Code. The sale takes place on the basis of trade cooperation entities. The parties exclude the liability under the warranty for its products in accordance with Article. 558KC. If the Buyer remains in permanent commercial relations with the Seller, the acceptance by the Buyer of the general conditions of Sale at the first order will be deemed as their acceptance for all other orders and sales contracts, up until the content is changed or are terminated of their use.

2. Technical specifications and documents

Technical documents such as drawings, descriptions, illustrations, and specifications of all dimensions, performance and weight are for informational purposes only and do not guarantee specific properties. Bumex Sp. z o.o. reserves the rights to make changes,

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depending on the technical progress. All technical documents remain the intellectual property Bumex Sp. z o.o., and may be used only for the purposes specified by Bumex Sp. z o.o..

3. The regulations applicable at the destination

At the latest when ordering, the buyer will provide Bumex Sp. z o.o. with information about the regulations and standards in force at the place of destination, in so far as they are relevant for the delivery of goods and services, as well as for compliance with safety and approval of legal regulations. In the absence of other provisions, the goods and services delivered will conform with the regulations and standards in force in Poland.

4. Prices

Subject to contrary provisions, all prices are net prices, EXW factory in Bliżyn, no packaging costs included. Any additional costs such as freight, insurance, permits for export, transit, import, etc., And all the certificates, will be borne by the buyer. The buyer is also responsible for all taxes, fees and duties imposed upon delivery. If the costs of packaging, freight, insurance, taxes, duties and other additional costs are included in the offer or delivery prices, or if they are listed separately in the offer or order confirmation, the Bumex Sp. z o.o. reserves the right to adjust the rates for any changes in tariffs.

5. Terms of payment

The buyer submits the payment offer at Bumex Sp. z o.o. headquarters without any deductions, such as discounts, expenses, taxes and fees, in accordance with the agreed

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payment terms. In case of delays in payment by the buyer interest for late payment will be charged at the then applicable interest rate, but not less than 10% per annum. If the buyer fails to pay, Bumex Sp. z o.o. reserves the right to suspend or cancel deliveries related to other orders. Bumex Sp. z o.o. reserves the right to enforcement of payment-on-delivery deliveries as long as the buyer fails to make their payments or if it is necessary to issue a request for payment for previous orders. If after placing the order the buyer becomes insolvent or suspends payment to Bumex Sp. z o.o., or if the buyer ability to pay is violated in any way, Bumex Sp. z o.o., has the right to demand adequate security, and if not any commitment is made, Bumex Sp. z o.o. may cancel the contract. The buyer is not entitled to make partial payments or to offset counterclaims or to withhold payment because of any complaints. In particular, payment should be made if only minor parts of the delivery are missing that do not prevent use.

6. Retention of title

All goods remain the property of Bumex Sp. z o.o., until the company has received full payment from the buyer under the agreement. The buyer will participate in all activities and provide all documents that will be considered necessary for Bumex Sp. z o.o. to protect the ownership of the goods. By signing the contract, the buyer agrees to register the reservation of ownership at his own expense in public registers, books, etc. In accordance with applicable national regulations and to sign any documents required for this purpose. During the retention of title, the buyer maintains the delivered goods in good condition at their own expense and insures them against theft, breakage, fire, water and other threats, with Bumex

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Sp. z o.o. being designated as the beneficiary. In addition, the buyer will take all necessary steps to prevent infringement or revocation of Bumex Sp. z o.o. property rights.

If the buyer sells goods, the ownership of which has been reserved by Bumex Sp. z o.o., the buyer then cedes to Bumex Sp. z o.o. as part of an internal union all rights against the buyer over his sale, including all additional rights, securities and retention of title. If the value of the goods claimed, together with any other securities granted to Bumex Sp. z o.o., exceeds Bumex Sp. z o.o. claims against the buyer by more than 20%, then Bumex Sp. z o.o. grants partial exemption, if required by the buyer. If the buyer takes any action contrary to the contract, in particular if it is in arrears with payments, Bumex Sp. z o.o. is entitled, after prior notification, to collect the goods over which it has the reserved property, and the buyer is obliged to release the goods.

7. Supply

The scope and execution of the supply of goods and services is regulated by the offer and the order for the buyer. If possible, Bumex Sp. z o.o. will deliver the entire customer order. However, the buyer agrees to accept partial deliveries. For partial deliveries, Bumex Sp. z o.o. has the right to issue appropriate partial invoices. Delivery time begins when a down payment is received when all formalities such as import authorization and payment are received, the payments or securities to be delivered together with the order have been received, and all technical specifications have been clarified. Delivery will be deemed to have been made on schedule if the goods are ready for shipment after the delivery date has expired. The delivery period will be reasonably extended if: Information required by Bumex

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Sp. z o.o. to execute the contract are not received on time, or if they are subsequently modified by the buyer and thus cause a delivery delay; There is force majeure causing obstacles to the performance of the contract. Force majeure should be understood as all unforeseen circumstances for which Bumex sp. z o.o. is not responsible and which impede or prevent delivery, such as delayed or faulty deliveries of its subcontractors, strike, government regulations, shortage of raw materials or energy, serious disruption of activity caused, for example, by total or partial destruction of the plant or important departments or failure of the necessary production equipment, serious shipping problems, for example caused by road blocks. If these conditions persist for more than six months, each party has the right to withdraw from the contract. However, the buyer is not entitled to submit claims for damages; If the buyer or third parties are in arrears with the work to be performed or contractual obligations are fulfilled, in particular if the buyer fails to comply with the payment conditions. If the delivery date is exceeded due to reasons for which Bumex Sp. z o.o. is responsible, the seller, by written notification, will grant a justified extension, which will be at least one month. However, the buyer is not entitled to submit claims for damages. If the goods declared ready for shipment are not accepted by the buyer on time, Bumex Sp. z o.o. has the right to store the goods at the buyer expense and risk and to issue an invoice for delivery. If the buyer withdraws from the concluded contract after paying the advance / deposit, the advance payment / deposit is forfeited. If the advance payment does not cover the losses resulting from the withdrawal, Bumex Sp. z o.o. has the right to claim a higher amount from the buyer. The buyer cannot withdraw from the contract at the stage

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when the devices are ready for collection.

8. Passing of use and risk

Use and risk pass to the buyer as soon as the consignment leaves the factory Bumex

Sp. z o.o., even if delivery is made CIF / by DAP INCOTERMS 2010 or under similar clauses, including the installation or if shipment is organized and managed by Bumex Sp. z o.o.

If shipping is delayed due to circumstances for which Bumex Sp. z o.o. is not responsible, the risk passes to the buyer as soon informed that the goods are ready for shipment. From that moment, the goods are stored and insured at the expense and risk of the buyer.

9. Transport and insurance

In the absence of contrary provisions in the contract / order, the goods are sent at the buyer expense and risk. The buyer provides insurance against transit damage. Even if the insurance is arranged by Bumex Sp. z o.o., it is deemed to have been concluded on behalf and for the account and the risk of the buyer. Special requests regarding shipment and insurance must be submitted in a timely manner Bumex sp. z o.o.. Otherwise, the fastest and most economical transport will be arranged at the discretion of, but without responsibility, by Bumex Sp. z o.o.. Deliveries under the terms of the CIF / DAP are organized by

Bumex Sp. z o.o.. If the buyer reports special requirements, additional costs will be charged.

If any goods are lost or damaged during transit, the buyer will enter an appropriate

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disclaimer in the delivery documents and have the damage immediately surveyed by the forwarding company. Damages resulting from transport, which were not immediately detectable, must be reported to the forwarding company within eight days of delivery.

10. Control and collection of the goods delivered

Bumex Sp. z o.o. inspects all goods during production within the normal scope of action. If the buyer requires additional tests and inspections, these will be agreed upon in writing and will be conducted at the expense of the buyer. The buyer will examine the delivery within a reasonable period of time and immediately report any defects in writing as soon as they are discovered within the agreed warranty period. In the absence of a written complaint, the delivery is deemed to have been accepted without reservation.

11. Warranty

The warranty is valid only in Poland. Upon the purchaser written request, Bumex Sp. z o.o. will, at its sole discretion, repair or replace, as soon as possible, such parts of the delivered products that are evidently damaged or unusable due to poor workmanship.

Replaced parts become the property of Bumex Sp. z o.o.. For products that have been manufactured to specifications, drawings or models provided by the purchaser, Bumex Sp. z o.o. warranty is limited to the quality and workmanship of the materials.

The warranty does not cover damage that is not clearly the result of poor material, design errors, poor workmanship, for example due to normal wear and tear, improper storage and

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maintenance, non-compliance with the operating instructions, overloading, use of utilities that do not meet the required parameters, improper intervention by the user or parties, third parties, the use of spare parts not authorized by Bumex Sp. z o.o., as well as for other reasons for which Bumex Sp. z o.o. is not responsible. Bumex Sp. z o.o. only guarantees the original supplier for large shipments of third parties. Warranty claims become barred twelve months from the date of sale or commissioning (whichever comes first) for single shift operation, six months for two shift operation, and four months for three shift operation, but not later than 18 months from the date the goods were ready to send. With respect to defects in material, design, or workmanship [as well as non-conforming properties], the buyer has no rights or remedies other than those expressly provided in Section 11.

In the event of claims by the buyer relating to improper advice and the like, or the breach of any ancillary obligations, the supplier is only liable if he has acted unlawfully.

Detailed warranty conditions (GCW) applicable to a given transaction are delivered with the product and issued at the express request of the customer.

12. Liability (exclusions)

Bumex Sp. z o.o. liability for paying any kind of compensation is abolished. This applies in particular to damages due to delays, consequential damages and any kind of damage resulting from product liability.

13. Final provisions

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Bumex Sp. z o.o. does not recognize any contracts other than this one. The buyer expressly waives the right to invoke his own terms and conditions. Acceptance of an order by Bumex Sp. z o.o. does not mean that the customer business terms are accepted, even if it is mentioned in the order form. If any part of these general conditions of sale or any delivery made under them is invalid, the validity of the remaining conditions will not be affected in any way. Changes to these general conditions of sale are only valid if approved by Bumex Sp. z o.o. in writing. All contracts with Bumex Sp. z o.o. are subject to Polish law. Any legal disputes arising out of or in connection with the contracts concluded between Bumex

Sp. z o.o. and the buyer, to which these general conditions of sale apply, will be settled by the competent court for Bumex Sp. z o.o. seat in Poland. In any proceedings against a buyer,

Bumex Sp. z o.o. reserves the right to initiate legal proceedings at the buyer residence. These General Conditions of Sale are written in Polish and English. In case of ambiguity, the Polish version will prevail.

14. Electronic Invoices

Acting pursuant to the Ordinance of the Minister of Finance of December 20, 2012. On the issue of sending invoices in electronic form, the rules for their storage and the procedure for making them available to the tax authority or fiscal control authority (Journal of Laws of 2012 No. 249 item 1661), the buyer agrees to send invoices, duplicates of these invoices and their corrections in electronic form.

15. Embedded Software

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In devices equipped with a microcontroller, software is embedded, the customer will receive a non-exclusive, non-transferable, perpetual right to use the software in the territory of the delivery destination - software license. The software may only be used on that single device. Bumex Sp. z o.o. remains the owner of the copyrights and all other industrial property rights of the software. No part of this software may be reproduced under any circumstances.

Unauthorized modification of the software, decompilation attempts are prohibited. In the event of a breach of the above conditions (illegal software), the buyer will pay a contractual penalty in the amount of the value of the new device for each such breach. Bumex Sp. z o.o. has the right to claim higher damages in this respect.

GENERAL WARRANTY CONDITIONS ("GWC")

I. General Provisions

1. These General Warranty Terms and Conditions (hereinafter referred to as the GWC) constitute an integral part of each Agreement (hereinafter referred to as the Agreement): for work, order, sale, delivery, or provision of services, which applies to: devices, parts, goods, machines and consumables (hereinafter referred to individually or collectively as device) or services (hereinafter referred to as service) offered by:

1) Paweł Wychowaniec

and Malwina Judyta Wychowaniec

running a business together under the name Bumex sp. z o.o. based in Bliżyn (26-120), ul.

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Staszica 16, NIP: 663-188-63-12, REGON: 524437955 or via

2) Bumex Sp z o.o. Sp. z o. o. based in Bliżyn (26-120), ul. Staszica 16,, entered into the register of entrepreneurs of the National Court Register kept by the District Court in Kielce, 10th Commercial Division of the National Court Register under KRS number: 0001017805, NIP: 663 - 188 -63-12 , share capital: PLN 5,000.00 (hereinafter each of the two /in entities referred to separately as Bumex Sp. z o.o. or Guarantors) concluded between at least one of the above- mentioned Guarantors and the Buyer, unless no guarantee has been granted or the Agreement provides otherwise.

2. Devices and services purchased from the Guarantor under the Agreement concluded between the Guarantor, and the Buyer has the properties indicated in this Agreement. The Guarantor provides a warranty for devices and services purchased from him, and the condition for the warranty to be valid is to use the device/service in accordance with intended use, using it in accordance with the documentation provided to the Buyer and the principles of proper operation. There is no warranty for used devices.

3. Subject to the exception indicated in point II section 25 of the GWC The beneficiary of the warranty is the entity (referred to in the OWG as the Purchaser) that purchased the device or service from the Guarantor, unless a warranty for the indicated device or service was not granted.

4. The guarantor (i.e. the entity granting the guarantee) is:

- Paweł and Malwina Wychowaniec running a business together under the name Bumex

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2660/04/2022/J/R



Sp. z o.o. based in Bliżyn (26-120), ul. Staszica 16 depending on which of the above-mentioned entities concluded a given Agreement with the Buyer regarding devices or services for which the Guarantor granted a warranty, unless no warranty was granted. The Buyer may make claims or demands arising from the granted warranty only against the Guarantor. Only one of the above-mentioned entities is the guarantor in a given transaction, unless the Agreement provides otherwise. If the guarantee has been granted and there are indisputable doubts as to which of the above-mentioned entities is the Guarantor in a given transaction, it is assumed that the Guarantor is Bumex Sp. z o.o.

5. The warranty is granted on the basis of a warranty card, which is usually issued together with the device or service, unless the Agreement provides otherwise. The warranty card includes, among others: information about the guarantor and the period for which the guarantee was granted, the territory (country of destination) where the guarantee is valid.

6. The application of the GWC may be excluded (in part or in whole), and the provision or provisions of the GWC may be changed if it has been expressly stipulated in the Agreement concluded in a documentary or written form between the Buyer and the Guarantor or in an offer in the form of a document or written submission by the Guarantor.

7. The Buyer and the Guarantor mutually exclude the validity of the Buyer standard Agreements (including, among others, the General Terms and Conditions of the Agreement, the General Terms and Conditions of Sale, regulations and warranty terms and conditions).

8. In the event of any contradictions, discrepancies or differences between the provisions of the Agreement concluded between the Guarantor and the Buyer and the provisions of the

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GWC, the provisions of the Agreement concluded in documentary or written form shall be decisive, which does not exclude the application of the GWC in the remaining scope. In the event of: contradictions, discrepancies or differences between the provisions of the offer submitted to the Buyer by the Guarantor and the provisions of the GWC, the provisions of the offer in documentary or written form shall be decisive, which does not exclude the application and validity of the GWC in the remaining scope.

9. The GWC apply to all Buyers, with the reservation that to Buyers who are entrepreneurs with consumer rights (referred to, among others, in Art. 385 5 § 1 of the Civil Code, Art. 556 4 Civil Code, Article 7aa of the Act of May 30, 2014 on Consumer Rights) these GTC apply to the extent that mandatory provisions of law do not provide otherwise.

10. The warranty (basic) is granted by the Guarantor for the period indicated in: the Agreement, the offer submitted by the Guarantor and accepted by the Buyer or in the warranty card and usually amounts to:

- 1) 12 months in the case of the Buyer plant operating in one shift, 6 months in the case of the Buyer plant operating in two shifts, 4 months in the case of the Buyer plant operating in three shifts, or
- 2) 24 months if the Buyer plant operates in one shift, 12 months if the Buyer plant operates in two shifts, 8 months if the Buyer plant operates in three shifts. In the event of any contradiction, the warranty period indicated in the Agreement shall be decisive, followed by the warranty period indicated in the offer submitted by the Guarantor and accepted by the Buyer, and only finally the warranty period indicated in the warranty card.

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11. In case of doubt regarding the period for which the warranty was granted, it is considered that the warranty was granted for the period indicated in section 10 point 1.

12. The warranty period starts from the date of delivery of the device or service to the Buyer (unless the Agreement, the offer submitted by Bumex Sp. z o.o. and accepted by the

Buyer or the warranty card indicate a different date from which the warranty starts), no later than on the day immediately following the expiration of 30 days from the date of informing the Buyer by the Guarantor about the readiness to release the device from the place indicated by the Guarantor or about the readiness to deliver it to the Buyer (if the Parties have agreed that the Guarantor will send or deliver the device to the Buyer with the help of a carrier). The warranty period for the service starts from the date of its provision.

13. The warranty covers only physical defects resulting from reasons inherent in the device or service. In particular, it is not considered a defect reducing the aesthetic value of the device or service (including scratches, abrasions or dents).

14. The Buyer is obliged to notify the Guarantor of the defect in accordance with the rules specified in the OWG before the expiry of the period for which the warranty was granted and no later than within 7 days from the date of discovery of the defect, unless the Buyer has lost the warranty earlier. Any defects reported in violation of any of the above- mentioned deadlines are not covered by the warranty.

15. A complaint regarding a defect in a device or service does not affect the warranty, including the warranty period for other services or devices.

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16. The Parties fully exclude the Guarantor liability under the warranty for defects in goods and services (exclusion of warranty), in accordance with Art. 558 CC.

17. The warranty applies only in the territory of the Republic of Poland, unless the Agreement or warranty card provides otherwise.

18. By concluding the Agreement with the Guarantor, accepting the offer submitted by the Guarantor or placing an order or offer by the Buyer, the Buyer confirms that he was provided with these GWC before concluding the Agreement, that he has read them, accepts them and that they are binding on him.

19. These GWC are available on the website: www.bumex.pl and at the Guarantor office. The OWGs also constitute an annex to the Agreements concluded by the Guarantor.

20. Recording sound and image from warranty and service activities is not allowed (including repair of a device or service).

21. The warranty does not cover in particular elements that the Buyer is obliged to perform in accordance with the Agreement, including in particular power supply and drainage installations, including: chimney, electronic, pneumatic, vacuum, ventilation, fuel, gas, grounding.

II. Rights resulting from the warranty

1. Only for the purposes of this point No. II (Rights arising from the warranty) of the GWC, it is considered that:

1) part; includes in particular: applicator, gun, applicator controller, sensor, burner, heater,

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traverse beam transport cart, ultrasonic generator, RP powder pump, RA application pump, burner,

2) device is in particular: drying oven, painting cabin, transport system, immersion bath, automatic car wash, manipulators and axles, pressure washer, demineralization station, powder dust collector, cyclone dust collector. In case of doubt, it is assumed that the part is a smaller element from the device. Any doubts in this regard will be resolved by the Guarantor.

2. Within and during the warranty period, the Guarantor, at its discretion, will repair or replace the device or part free of charge or repair the service provided free of charge if it finds a defect covered by the warranty that occurred during the warranty period for the indicated device or service, after positive consideration of the complaint.

3. The Guarantor may entrust, in part or in whole, the performance of the obligations arising from the warranty (including repairs) to an entity or entities of its choice or perform the obligations arising from the warranty with the help of an entity or entities of its choice.

4. No part, service or replacement device is issued in time for: warranty consideration, repair or replacement of the device or part or repair of the service.

5. The Guarantor decides on the validity of the complaint, as well as on whether it accepts the indicated complaint and on the method of processing accepted warranty applications.

6. If, using the possibilities provided for in section 2, the Guarantor decides to replace the device or part, then in special situations (e.g. no device or part in the Guarantor offer), when the replacement of the above-mentioned device or part with a device or part of the same

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parameters to the one purchased by the Buyer is impossible or very difficult, the Guarantor will, under the warranty, replace the device or part that he has qualified for replacement with a device or part in his offer with parameters very similar to the device or part with a defect, which will also constitute the performance of warranty obligations correctly.

7. Under the warranty, the Guarantor undertakes to undertake the warranty obligations specified in section 2 regarding parts within 14 days from the date of receipt of a correct complaint from the Buyer, sent to the Guarantor at the above e-mail address and delivery of the complained part to the Guarantor by the Buyer (after prior arrangement with the Guarantor - section 16), unless due to the complicated nature of the defect or other circumstances (e.g. time to obtain parts needed to remove the defect, difficult cooperation with the Buyer, reporting the warranty on an incorrect form or its incorrect completion), the performance of warranty obligations will be very difficult or will not be possible within the above-mentioned deadline. Then the indicated deadline will be extended accordingly, of which the Buyer will be informed immediately. In the event of a complaint regarding the above-mentioned device or service, the fourteen-day period will be counted from the date of receipt by the Guarantor of a correct complaint sent to the above-mentioned e-mail address and the place indicated in section is made available. 17, during which diagnosis or repair will be carried out and may be extended in accordance with the above-mentioned rules.

The above-mentioned provision also applies to warranty obligations regarding parts when, in accordance with section 17 part will not be sent to the Guarantor.

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8. The buyer is obliged to collect on its own and at its own expense, from the Guarantor within 14 days from the date of being informed by the Guarantor about the possibility of collecting the part (regardless of whether the complaint was accepted or not), which was sent to the Guarantor in connection with the complaint. In the event of failure to fulfill this obligation within the above-mentioned deadline, the Buyer will be obliged to pay storage fees in accordance with the rate indicated in the content of the offer submitted by the Guarantor and accepted by the Buyer.

9. The elements replaced under the warranty (including devices and parts) become the property of the Guarantor.

10. The Guarantor and the Buyer will jointly prepare and sign an appropriate protocol confirming the replacement or repair of the device, part or repair of the service on the day of completion of the repair or replacement. The Guarantor is entitled to unilaterally prepare, including approve, the indicated protocol in a situation where the Purchaser refrains from signing it without a valid and duly justified reason.

11. If the Guarantor finds that the warranty claim made by the Buyer is unfounded (e.g. the defect is not subject to complaint or does not occur), the Guarantor is entitled to charge the Buyer with the costs resulting from the indicated notification (including, among others, the costs of: storage, travel and work of service technicians - in accordance with the current price list of the Guarantor, as well as the costs of accommodation for service technicians).

12. If the Guarantor repairs or replaces the device or part or repairs the service under the warranty, and after the indicated repair or replacement has been carried out, it turns out

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that it should not be performed under the warranty, because on the day the defect was discovered, the warranty was not valid or the indicated repair or replacement was caused by a defect that was not covered by the warranty, and the situation in question arose due to reasons related to from the Buyer, including, among others: due to the Buyer concealment or failure to provide the Guarantor with the required information (including those requested by the Guarantor), the Guarantor will be entitled to charge the Buyer with the costs resulting from the indicated repair or replacement (including, but not limited to, storage costs, travel costs, accommodation costs for service technicians and labor service technicians - in accordance with the Guarantor current price list).

13. The Guarantor is entitled to suspend the consideration of any complaints from the Buyer and the implementation of any of his warranty claims, as well as the Guarantor obligations arising from the warranty, until all outstanding financial obligations of the Buyer towards the Guarantor have been settled. The Guarantor is not liable for any defects in devices or services that arise due to the Guarantor failure to take any of the actions indicated in section 13, which were not undertaken due to the failure to settle the financial obligations to the Guarantor indicated in this section.

14. A correct complaint should be submitted on an appropriate and correctly completed complaint form signed by an authorized person (complaint form for parts or form complaint for devices) and should include, among others: a comprehensive description of the defect,

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the circumstances of its occurrence, the time and date of its occurrence, the serial number and the type of part, service or device to which the defect relates, and then in the form of a scan together with a scan of the document confirming the purchase of the device, part or service should be sent to the Guarantor at the following address: e-mail: info@bumex.pl. The buyer will submit a complaint on the device complaint form (concerning defects in devices or services) or on the parts complaint form (concerning part defects). The current version of the above-mentioned forms is available for download on the Guarantor website (<https://www.bumex.pl>) in the support tab. The indicated forms also constitute Annexes 1 and 2 to the OWG. Warranty forms may change, so the Buyer should always use the current version available, among others, on the Guarantor website.

15. Complaints submitted in a form other than that indicated above (e.g. orally or by telephone), including on an incorrect form or significantly inconsistent with the principles set out in section 14 will not be considered. By submitting a complaint, the Buyer confirms that he accepts the costs associated with it if the complaint is deemed unfounded.

16. Immediately before submitting a complaint, the Buyer is obliged to contact (by phone or e-mail) the Guarantor to discuss any possible defect and the rules of operation.

17. Parts with defects must be returned upon agreement Guarantor (section 16) should be immediately sent to the Guarantor at the Buyer risk, in packaging protecting against damage, provided that if the market cost of shipping them by courier is higher than the cost of arrival (including labor costs) from the Guarantor headquarters by service technicians appointed by the Guarantor (in accordance with the Guarantor current price list) or the Guarantor so decides, the repair or replacement will be performed in the place where the indicated part

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was installed, in the place where the indicated part was located at the time the defect was discovered or in a place agreed by the Parties. The Guarantor shall not be liable for any damage, loss or destruction of the device, parts or services occurring during transportation. Repairs of the complained service are carried out in the place where the service was performed, in the place where it was located when the defect was discovered or in a place agreed by the Parties, and repair or replacement of the device is carried out in the place where it was installed, in the place where it was located at the time the defect was discovered or in a place agreed by the Parties

18. In the case of performance of warranty activities (repair or replacement) outside the Guarantor office, in the place referred to in section 17 (in particular at the Buyer registered office), the Buyer is obliged, among others, to: to: provide service technicians appointed by the Guarantor carrying out repairs or replacements with safe conditions (including those consistent with occupational health and safety and fire protection rules), free access to devices or services, suspend the operation of devices for the period indicated by the Guarantor or by the above-mentioned service technicians, needed for diagnosis or removal of the defect, provide access to power sources needed to diagnose or remove the defect, and also properly prepare the place where the warranty service will be provided (rain protection, appropriate brightness and temperature, etc.). If any of the above-mentioned conditions are not met for reasons attributable to the Buyer, the Guarantor may refuse to perform the indicated warranty activity, which means that the Guarantor is released from warranty obligations regarding the indicated defect and is not responsible for

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any further consequences of its occurrence.

19. The Buyer is obliged to cooperate with the Guarantor, primarily to determine the validity of the warranty claim, the causes of the defect, and its removal.

20. Activities (including obligations, e.g. repairs) in connection with the warranty on the part of the Guarantor will be performed by: service technicians or employees or collaborators designated by the Guarantor (individually or jointly referred to in the GTC as service technicians).

21. In order to determine the validity of the complaint, determine the causes of the reported defect and repair it, the Guarantor is entitled to perform or commission an appropriate expert opinion to be performed by an external entity or to conduct an on-site inspection of the device or service complained about.

22. The Guarantor also has the right to charge the Buyer with the costs of carrying out an expert opinion (including those performed by an external entity to which it is commissioned) and the costs of an on-site inspection if the complaint is considered groundless, e.g. because the device or service is not has defects referred to in this warranty or is not covered by the indicated warranty.

23. After the defect is discovered, further use of the device, part or service in which the defect was discovered (until it is removed) is prohibited, under penalty of loss of warranty rights, unless the Guarantor consents to this in writing, otherwise being null and void.

24. Significant difficulties caused by the Buyer or by a person acting on his behalf or on his

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behalf regarding the consideration or implementation of the warranty by the Guarantor will result in the Guarantor refraining from considering the complaint and considering it unjustified, with the simultaneous loss of the right to re-submit the complaint. regarding the same defect, and the Buyer is not entitled to any claims against the Guarantor in this respect and due to possible consequences of the above-mentioned withdrawal by the Guarantor from considering the reported complaint.

25. The warranty is assigned to the device or service to which it is entitled and in the event of a change of owner of the device or service, during the period of validity and validity of the Buyer warranty, the warranty will be transferred to the new owner, provided that the Guarantor gives prior consent in writing, otherwise being null and void. , which may be issued for an additional fee, at the request of the Buyer (the document necessary to issue the consent to transfer the warranty to the new owner may also be a document confirming the change owner that may be requested by Bumex Sp. z o.o.).

Such consent will not be issued, e.g., in a situation where the Buyer has not settled all amounts due to the Guarantor. If consent is given, the new owner will be issued a new warranty card. The change of owner does not change the terms and conditions of the warranty, including the obligations arising therefrom, in particular it will not extend the warranty period, nor does it grant the new owner any new rights, apart from those that the Buyer had at the time of transferring ownership of the device to the new owner. .

All regulations (including those arising from the Agreement and the OWG) that applied to the Buyer will apply to the new owner, unless mandatory provisions of law provide

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otherwise. This provision applies mutatis mutandis to the warranty for parts and services.

26. Another (second) change of owner results in the loss of all warranty rights (expiration of the warranty).

27. The guarantor and service technicians do not assess or provide instructions regarding the construction (including its correctness) and principles of operation of the installation (e.g. chimney, electric, gas, hydraulic, pneumatic) and other elements (including the construction of the hall, lifts and ventilation), the proper implementation of which is the responsibility of the Purchaser, therefore the lack of comments from the Guarantor or the above-mentioned persons regarding the indicated installations and elements does not mean in particular that they were performed correctly and in accordance with the requirements, and that the Guarantor did not have reservations about them.

28. The Guarantor is not obliged to perform warranty activities (including repairs): between 3pm-12 at night and 12 at night- 6am, on non-working days and on weekends.

III. Warranty Disclaimers and Exclusions

1. Regardless of other provisions of the GWC, the loss (expiration) of the warranty occurs automatically in the event of:

- 1) making any modifications, design changes or alterations to the device or services that were performed by a person other than service technicians appointed by the Guarantor, unless the Guarantor has given its prior consent in writing, otherwise being null and void;
- 2) making any attempts to repair or repairing the device or service by a person other than

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service technicians appointed by the Guarantor, unless the Guarantor has given its prior consent at least in the form of a document reserved under pain of nullity;

3) intentional damage to the device or service by the Buyer or a third party. The loss (expiration) of the warranty also occurs after the expiry of the period for which the warranty was granted, unless the loss (expiration) of the warranty occurred earlier or mandatory legal provisions provide otherwise.

2. The warranty also does not apply to defects:

- 1) which was reported to the Guarantor after 7 days from the date of its disclosure,
- 2) which the Buyer knew about at the time of concluding the Agreement or delivering the device or service to him and did not report any objections in this respect to the Guarantor no later than on the day of issuing the indicated service or device,
- 3) which constitutes the consequences of any action or omission of the Buyer indicated above (point 1 or 2).

3. A necessary condition for the Buyer to benefit from the warranty is the installation of the device by service technicians or employees or collaborators indicated by the Guarantor, unless the Agreement provides otherwise or the device does not require assembly. This provision applies accordingly to the service.

4. Due to the fact that the Guarantor is only liable for physical defects arising during the warranty period for reasons inherent in the device or service, the warranty does not cover defects resulting from other causes, in particular as a result of:

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- 1) natural wear and tear of the service or device;
- 2) using the service or device contrary to its intended use or contrary to the conditions and principles of proper operation, including those indicated in the documentation provided to the Purchaser;
- 3) failure to comply with or use inconsistently with the documents relating to the device or service, including the user manual;
- 4) failure to comply with the Guarantor recommendations or instructions;
- 5) improper use, lack of proper inspections, adjustments, overloading of the device, use contrary to its intended purpose or due to improper maintenance;
- 6) Buyer design errors or incorrect selection by Buyer of parameters or properties of the device or service;
- 7) external factors, including mechanical, chemical, thermal damage, flooding, use of corrosive substances, fire damage;
- 8) force majeure or random events (e.g. fire, flood, lightning);
- 9) incorrect operation of power supply installations (e.g. installations supplying energy, gas, oil, etc.), use of incorrect media, including those that do not meet the required parameters;
- 10) improper maintenance, storage or transportation;
- 11) using non-original parts or consumables (e.g. painting powder), including those other than those recommended by the Guarantor;

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12) operation of the device in conditions inconsistent with those specified in the documentation for the device, in particular in the operating manual.

5. The warranty does not cover consumable parts, i.e. parts subject to natural wear and tear, including parts specified in the user manual as consumable, as well as activities

which should be performed by the Buyer, including in particular: cleaning, adjustments, maintenance and inspections.

6. The warranty does not cover: dimensions, parameters, performance of the device (service), if they are compatible with the documentation provided by the Guarantor, including the offer or Agreement accepted by the Buyer, provided that the dimensional tolerances are $\pm 1\%$ but not more than 50 mm.

7. The Guarantor is not obliged to modernize or modify the device or service after its newer or improved version appears on the market.

8. The Guarantor may perform activities for an additional fee (in accordance with the Guarantor current price list), activities that include: do not fall within the scope of the warranty or concern devices or services for which the warranty does not apply, pursuant to a separate agreement with the Buyer, including the sale of spare parts. It is indicated that spare parts are sent to the Buyer by courier upon delivery or prepayment, or are assembled directly on site, depending on the arrangements made with Bumex sp. z o.o.

9. The Guarantor current price list referred to in these GWC is as follows:

1) each started working hour of each service technician - PLN 150 net, with the exception of

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service technicians - programmers, because for the services of each of them the rate for each started working hour is PLN 350 net,

2) travel time (calculated from the Guarantor office in Bliżyn to the Buyer or to another place where the activities will be performed and back) for each service technician – PLN 50 net/each commenced working hour,

3) travel costs - PLN 2.60 net/km (calculated from the Guarantor office in Bliżyn to the Buyer or to another place where the activities will be performed and back). The price for parts is determined depending on, among others: from its type. The Guarantor reserves the right to change the above-mentioned price list, so the Buyer who wants to know the current amount of the above-mentioned fees should always ask the Guarantor to provide them. The above-mentioned prices are increased by VAT in accordance with the applicable rate. Regardless of the above-mentioned price list, the Guarantor and the Buyer may agree on a lump sum remuneration for the performance of individual services/activities.

10. The buyer is also obliged to perform timely inspections in accordance with the inspection card. If it has not been issued, in accordance with the inspection rules indicated in the owner manual.

11. The Buyer is obliged to inform the Guarantor about any event that may result in the loss or expiration of the warranty, within 7 days from the date of its occurrence.

IV. Extended warranty (additional)

1. The Buyer may additionally purchase from the Guarantor, upon his consent, an extension of the warranty (hereinafter also referred to as the extended warranty) by e.g. 12, 24 or 36

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months in relation to the period (point I, section 10 of the GTS) of the basic warranty.

Granted by the Guarantor referred to in the above- mentioned provisions of the GWC. The purchase of a warranty extension is confirmed by an appropriate contract that clearly states so or an appropriate provision in the warranty card that clearly states so.

2. The provisions indicated in point IV apply provided that the Buyer purchases an extended warranty. The provisions indicated in points I - III and V of the GWC also apply to the extended warranty (including those regarding: defects covered by the warranty, defects not covered by the warranty, warranty exclusions and reasons for loss of warranty), taking into account the differences arising from the provisions of point IV (Extended warranty) GWC.

3. Loss (expiration) of the basic warranty also leads to automatic loss (expiration) of the extended warranty.

4. The extended warranty may be acquired no later than the date of conclusion of the Agreement between the Guarantor and the Buyer, regarding the device or service to which the indicated extended warranty is to apply, unless the Guarantor and the Buyer decide otherwise.

5. The extended warranty begins to run from the day immediately following the expiry of the basic warranty granted by the Guarantor, and if the basic warranty is not granted, the extended warranty begins to run in accordance with the principles set out in point I section. 12 GWC.

6. The Buyer bears the costs (determined in accordance with the current prices of parts applicable at the Guarantor - prices may change) of purchasing from the Guarantor all

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consumable parts included in the device for which the Buyer has purchased an extended warranty, which during each inspection (the number and frequency of which will be determined in accordance with the following provisions of sections 7 - 12 of the GWC) regarding the above-mentioned devices will be replaced by service technicians appointed by the Guarantor. The remaining costs (determined in accordance with the Guarantor current price list) related to the indicated inspections, i.e. labor and travel of service technicians appointed by the Guarantor will be covered by the Guarantor, unless the price (remuneration) for the device/devices for which the extended warranty in question was purchased, purchased under a given Agreement from the Guarantor, amounts to a total amount of less than PLN 300,000.00 net (in words: three hundred thousand zlotys). net 00/100), then the Buyer, apart from the costs of purchasing all the above-mentioned consumable parts from the Guarantor, also bears the costs of labor and travel (determined in accordance with the Guarantor current price list) of service technicians appointed by the Guarantor for the performance of each of the above-mentioned inspections and each replacement of all consumable parts, the quantity and frequency of which will be determined in accordance with the provisions of the GWC below (sections 7-12). This provision applies accordingly to the extended warranty for the service.

7. If the Buyer purchases an extended warranty for 12 months and the Guarantor grants a basic warranty for a period of 12 months, the device or service for which the Buyer purchased the extended warranty will be subject to the above-mentioned inspection

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and replacement of all consumable parts by designated service technicians. by the Guarantor, i.e. between the 11th (eleventh) and 12th (twelfth) month from the date of issue of the indicated device (service provision) to the Buyer, unless by that time the Buyer loses the rights arising from the warranty, regardless of the reason for this loss.

8. If the Buyer purchases an extended warranty for a period of 24 or 36 months and the Guarantor grants a basic warranty for a period of 12 months, the device or service for which the Buyer purchased the extended warranty will be subject to the above- mentioned inspection and replacement of all consumable parts. by service technicians appointed by the Guarantor twice, i.e. between the 11th (eleventh) and 12th (twelfth) month and between the 23rd (twenty-third) and 24th (twenty-fourth) month from the date of release of the device (service provision) to the Buyer, unless before the date of any from the above- mentioned inspections, the Buyer will lose the rights resulting from the warranty, regardless of the reason for this loss.

9. If, for reasons attributable to the Buyer, a person acting on his behalf or a person for whom he is responsible, any of the inspections of the device or service referred to in section. 6, in accordance with the conditions, principles and deadlines indicated in the provisions of the GWC (point IV), which will be carried out by service technicians appointed by the Guarantor or if, for reasons attributable to the Buyer, the person who acts on his behalf or the person for whom he is responsible are not replaced (in connection with the inspections referred to in section 6) by service technicians appointed by the Guarantor, all consumable parts in accordance with the conditions, principles and deadlines indicated in the provisions of the

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GWC (point IV), the Buyer loses all rights arising from the warranty for a further period, i.e. the warranty expires (ceases to of:

- 1) 12 months of basic warranty - if the first inspection was not performed or all consumable parts were not replaced in connection with it, or
- 2) 24 months of warranty (including basic warranty - 12 months + extended warranty - 12 months) – if there was no second inspection or replacement of all consumable parts. The provision of section 9 applies to situations where the basic warranty was granted by the Guarantor for 12 months and an extended warranty for 12 or 24 months was purchased.

10. If the basic warranty is granted by the Guarantor for a period longer than 12 months and an extended warranty is purchased by the Buyer, the above-mentioned deadlines are subject to appropriate modifications, in accordance with the following principles:

- 1) in a situation where the basic warranty is granted for 24 months and the Buyer has purchased an extended warranty for 12 months, an inspection is carried out (unless the Buyer has lost the rights resulting from the warranty by then, regardless of the reason for this loss) and the replacement of all consumable parts, i.e. between the 23rd (twenty- third) and 24th (twenty-fourth) month from the date of release of the device or service to the Buyer, and the Buyer loses warranty rights, i.e. the warranty expires (ceases to apply) from the day immediately following the expiry of 24 months validity of the basic warranty if, for reasons attributable to the Buyer, a person acting on his behalf or a person for whom he is responsible, the indicated inspection or replacement of all consumable parts is not carried

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out in accordance with the principles, conditions and deadlines indicated in the GWC (point IV), which the activities will be performed by service technicians appointed by the Guarantor,

2) in a situation where the Guarantor grants a basic warranty for 24 months and the Buyer purchases an extended warranty for 24 months, the inspections and replacements in question Expiration (loss) of the warranty due to failure to perform any inspections or replace all consumable parts for reasons attributable to the Buyer, a person acting on his behalf or a person for whom he is responsible, in accordance with the principles, conditions and deadlines indicated in the GWC (point IV), takes place respectively, starting from the day immediately following the expiry of: 24 months (point a) or 36 months (point b) of the warranty period.

11. In a situation where an extended warranty has been purchased and a basic warranty has been granted for periods not expressly regulated in the GWC, all the above- mentioned rules regarding, among others, inspections, replacement of all consumable parts, their performance deadlines and warranty expiry dates specified in the GWC should be applied accordingly, taking into account obvious differences (e.g. regarding other inspection deadlines).

12. If the basic warranty is not granted and the Buyer purchases an extended warranty, the above-mentioned rules regarding, among others, inspections, replacement of all consumable parts, their completion dates and warranty expiry dates specified in the GWC should be applied accordingly, with the proviso that if the extended warranty is purchased for 12 months, the above-mentioned inspection and replacement of all consumable parts are

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not carried out. In a situation where the extended warranty is purchased for a device or service for 24 months, the above-mentioned inspection and replacement of all consumable parts is carried out between the 11th (eleventh) and 12th (twelfth) month from the date of issue of the above-mentioned device (performance of the service). to the Buyer, unless by then the Buyer loses the rights arising from the extended warranty, regardless of the reason for such loss. The Buyer loses his rights under the extended warranty, i.e. the warranty expires (ceases to apply) from the day immediately following the expiry of the 12- month extended warranty period, if, for reasons attributable to the Buyer, a person acting on his behalf or a person for whom he is responsible, the Buyer does not carry out indicated inspection or replacement of all consumable parts in accordance with the principles, conditions and deadlines indicated in the GWC (point IV), which activities will be performed by service technicians appointed by the Guarantor.

13. Consumable parts are considered to be parts subject to natural wear and tear, including parts referred to in the user manual as consumable.

14. The Buyer is obliged to inform the Guarantor in advance (at least one month) about the upcoming date of inspection and replacement of consumable parts, and to establish together with the Guarantor the exact date of inspection and replacement of all consumable parts, taking into account the deadlines indicated above.

15. In order to remove any doubts, it is pointed out that the above-mentioned inspections and replacement of consumable parts do not release the Buyer from other obligations arising in particular from: legal provisions, the concluded Agreement, inspection cards or

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operating instructions, in particular regarding the care of the devices and services, including inspections other than those mentioned above, cleaning or maintenance of the device.

V. Final provisions

1. The provisions contained in the warranty card are supplementary to the GWC. In the event of a conflict between the provisions of the GWC and the provisions of the warranty card, the provisions of the GWC shall prevail, provided that the period for which the warranty was granted, the territory of its validity (country of destination) and the Guarantor indicated in the warranty card shall prevail over the provisions of the GWC. Loss, destruction or loss of the warranty card does not oblige the Guarantor to issue a duplicate.
2. The buyer is not entitled to any claims for compensation (including lost profits, indirect or direct damage) in connection with a defect of the device or service and the time of processing the warranty claim and removal of the defect (repair or replacement), provided that the indicated limitation does not apply to the Buyer rights under mandatory provisions of law.
3. Regardless of the provisions contained in the GWC, the Guarantor is entitled to carry out service actions, and the Buyer who refuses to carry them out bears the resulting consequences (including, for example, the effects of damage to the device).
4. All disputes arising from the warranty shall be resolved by the court having jurisdiction over the Guarantor.
5. The invalidity or ineffectiveness of any of the provisions of the GWC does not affect the validity or effectiveness and the validity of the GWC in the remaining scope.

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Defender
nagroda
Rok 2019



6. The provisions of Polish law apply to the warranty.
7. The Guarantor reserves the right to change these GWC.
8. GWC are valid from February 29, 2024.

Attachments:

- 1) complaint regarding the device,
- 2) complaint regarding parts.

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