

## Terms and Conditions of MIKROEL Repair and Service

These “Terms and Conditions of MIKROEL Repair and Service” apply to all products manufactured or distributed by MIKROEL Controllers Sp. z o.o. Sp. k, hereinafter referred to as the Supplier or MIKROEL and constitute an integral part of the repair and service contract. The provisions contained in the Terms and Conditions do not exclude the provisions included in the individual warranty card of a given product. Any arrangements between the customer and MIKROEL that deviate from the content of these Terms and Conditions require confirmation in writing in the form of a mutually signed agreement. In the event of conflicting provisions between these Terms and Conditions and the contract, the contract shall prevail.

### 1. Acceptance of equipment for repair

MIKROEL carries out warranty and post-warranty repairs. A written Repair Order Form in line with the agreed template, signed by the Customer shall be the basis for accepting a device for repair. The Repair Order Form is available at [www.mikroel.pl](http://www.mikroel.pl) or [www.mikroel.eu](http://www.mikroel.eu). MIKROEL products can be reported for repair directly to the MIKROEL service department or to authorized MIKROEL service points by phone at (+48) 71 352 18 02 or by e-mail at [mikroel@mikroel.pl](mailto:mikroel@mikroel.pl). The addresses of authorized service points are available at: [www.mikroel.pl](http://www.mikroel.pl) and [www.mikroel.eu](http://www.mikroel.eu). Service department address: MIKROEL Controllers Sp. z o.o. Sp. k, 54-156 Wrocław, ul. Metalowców 31.

### 2. Verification of the validity of the warranty or post warranty

MIKROEL independently verifies the status of the device in terms of the validity of the warranty period without additional documents. In the event when it is not possible to identify the validity of the warranty for devices that, according to the Recipient, are covered by the warranty or post warranty, the Supplier requests the following documents to be sent by the Recipient within seven days:

- a valid, clearly filled out warranty card (only for products sold with a warranty card),
- a document confirming the purchase of the product (VAT invoice) or in the case of a repair complaint under the post warranty, a document from the last paid repair made within the last three months (VAT invoice).

### 3. Shipping cost

The costs of shipping the equipment to the Service Points of the Supplier and the costs of shipping of equipment after service from the Service Point of the Supplier shall be borne by the Customer. The device intended for repair, handed over to the courier, must be packed in such a way as to prevent damage during transport. The packaging costs of the shipped device shall be borne by the Customer.

#### **4. Repair terms and conditions**

The size and scope of the repair depends on the degree of damage to the equipment and the determined fault. Equipment repair involves the restoration of its function and operation to enable the equipment to be used again under appropriate conditions. The method of carrying out the repair is determined by internal procedures, guidelines for carrying out repairs of equipment, as well as the quality standards defined by MIKROEL for all types of equipment.

#### **5. Costs of paid repairs, cost estimates**

After the warranty period or the post-warranty period expires, MIKROEL offers post-warranty repairs for a fee. Devices that have lost their warranty rights or the warranty does not cover damage in accordance with the provisions of the "Terms and Conditions of MIKROEL Repair and Service" or warranty cards are subject to paid repairs. Paid repairs are carried out on the basis of the MIKROEL service price list, including the costs of spare parts, materials and labour. The Customer is charged with the costs of the repair after it is carried out on the basis of the issued service invoice. In order to shorten the repair time, it is possible for the Customer to declare the maximum accepted repair value of the device. In the event that the value of the repair cost estimate exceeds the maximum value declared by the Customer as acceptable, MIKROEL service will prepare a cost estimate (offer) of the expected costs of repair and inform the Customer about the value of the cost estimate. In the event, the Customer decides not to repair the device after prior execution of the cost estimate (offer) or the lack of explicit acceptance of the cost estimate after two weeks from the date of providing information on the expected costs of repair, the Customer shall bear the costs of labour, consumables related to disassembly, technical expertise of the damaged device, administrative costs of preparing the cost estimate and shipment of the device in accordance with the currently applicable MIKROEL service price list. The equipment will be returned to the Customer without restoring its functional and operational functions. MIKROEL does not assume any liability for damage or accidents caused by further use of the equipment returned to the Customer without repair.

#### **6. Post-repair warranty**

MIKROEL provides a post-repair warranty for the repairs carried out for a period of 3 months from the last paid repair (from the date the VAT invoice is issued). During the period covered by the post-repair warranty, the provisions contained in the "Terms and Conditions of MIKROEL Repair and Service" shall apply, excluding point 5.

#### **7. Principles of guarantee and warranty consideration**

The general warranty entitlement for the equipment sold and repaired and the principles of granting the warranty are included in the "Terms and Conditions of MIKROEL Repair and Service", which is available at: [www.mikroel.pl](http://www.mikroel.pl) and [www.mikroel.eu](http://www.mikroel.eu).

#### **8. Issuing invoices, deadlines and forms of payment**

The order for paid repair is tantamount to the Recipient's consent for the Supplier to issue an appropriate VAT invoice, without the Recipient's signature. Payment for the provided repair service is payable on the basis of a VAT invoice issued, no later than at the time of collecting the equipment from the repair shop, unless the parties have agreed on a different payment date by bank transfer.

## 9. Collection date

The device must be collected after repair within 7 days from the date the notice to the Recipient to collect the repaired equipment is issued. The notice to the Recipient to collect the repaired equipment is also a request for payment. In the absence of a notice to collect the repaired equipment, the Customer is obliged to report collection of the equipment no later than 30 days from the date of submitting the Repair Order Form. After the above-mentioned collection period, MIKROEL will store the equipment at the expense and risk of the customer for a period of 30 days, charging statutory interest for any delay on unpaid receivables. In the event of expiry of the above-mentioned storage period of the equipment after the collection date, the ownership of the equipment shall pass to the Supplier, and the Customer waives any claims against MIKROEL related to the transfer of ownership of the equipment.

## 10. Final clauses

„Terms and conditions of MIKROEL repair and service” are available at the Supplier's service points and on the websites [www.mikroel.pl](http://www.mikroel.pl) and [www.mikroel.eu](http://www.mikroel.eu) dedicated to the Supplier's customers and are valid from 01.03.2019. The Supplier reserves the right to make changes and amendments to the provisions of the "Terms Conditions of MIKROEL Repair and Service". The amended provisions shall apply if they were made known to the Customer before accepting the Repair Order. "Terms and Conditions of MIKROEL Repair and Service" are always treated as a superior document to the records of Recipients.



**MIKROEL Controllers** Sp. z o.o. Sp. k.

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