

WARRANTY CONDITIONS FOR F-NIS 23151

§1. DEFINITIONS

The terms used in the Warranty Conditions mean:

1. Proof of Purchase – a fiscal receipt, VAT invoice, confirmation of transfer or confirmation of payment by payment card or a copy of the equipment collection protocol.
2. Instruction Manual – a document specifying the rules of using the Device in accordance with its technical and operational properties, including in particular recommendations for the maintenance of the Device, which is attached to each Device.
3. Guarantor – Sygnis S.A. with its registered office in Gdańsk, Grunwaldzka Avenue 472, 80-309 Gdańsk, entered into the Register of Entrepreneurs by the District Court Gdańsk-Północ in Gdańsk under KRS number: 0000393095, having REGON: 220906517 and NIP: 9571029651, with a share capital of PLN 4,548,586.00.
4. Device - F-NIS 23151 3D printer purchased by the Buyer from the Guarantor, for which the Guarantor granted the Buyer a Guarantee on the terms set out in the Warranty Conditions.
5. Warranty Claim – notification by the Buyer of a defect in the Device as part of the exercise of rights under the Warranty.
6. Warranty – a guarantee statement that specifies the obligations of the Guarantor and the Rights of the Buyer in the event that the Device does not have the properties specified in this statement.
7. Civil Code – the Act of 23 April 1964 Civil Code (i.e. Journal of Laws of 2014, item 121)
8. Personal Data Protection Act – the Act of 29 August 1997 on the Protection of Personal Data (i.e. Journal of Laws of 2015, item 2135)
9. Warranty Card – a document confirming the granting of the Guarantee, in which the data individualizing the Buyer, entitled under the Guarantee, is indicated.
10. Irrelevant Repair – repair of the Device, consisting in removing the defect revealed in it, which, assessed from the point of view of the principles of social coexistence and established customs, does not require a lot of work or the time necessary to remove the defect is relatively small.
11. Significant Repair – repair of the Device, consisting in removing the defect revealed in it, which, assessed from the point of view of the principles of social coexistence and established customs, requires a lot of work or the time necessary to remove the defect is at least 2 hours.
12. Service Point – a service point where diagnostic inspections and repairs of Devices are carried out, located in Warsaw, at Muszkieterów Street 15a, 02-0273 Warsaw.

§2. WARRANTY COVERAGE

1. The Guarantor guarantees to the Buyer that the Device will be free from material and workmanship defects for a period of 12 (twelve) months from the date of purchase of the Device. The warranty covers only the efficient operation of the Device, i.e. the condition of the Device, in the existence of which the Buyer may use the Device in accordance with its usual purpose.

2. The Guarantor grants a Personal Guarantee, which means that the rights resulting from it are vested only in the Buyer. The rights under the Guarantee may not be transferred to another entity without the prior consent of the Guarantor expressed in writing under pain of nullity.
3. The warranty does not cover the table cover, pneumatic tubes, glass table and glass table mounting brackets, which are treated as an operating element of the Device.
4. The heater, thermocouple and UV diodes are covered by the Warranty during the first 300 (three hundred) hours of printing using the listed elements.
5. If the warranty is extended after a period of 24 months, the warranty does not cover UV diodes.
6. The warranty covers only free repair of the Device or free replacement of defective parts of the Device, with the choice of service being the responsibility of the Guarantor.
7. The Buyer may exercise the rights under the Guarantee after the expiry of the period referred to in point 1. In the case referred to in the previous sentence, the Buyer is obliged to demonstrate that the disclosure of the defect took place before the expiry of the period referred to in point 1.
8. In the event of justified exercise by the Buyer of the rights under the Guarantee and the Guarantor's significant Repair of the Device, the Warranty period referred to in point 1 runs anew from the moment of returning the Device to the Buyer. In the event of justified exercise by the Buyer of the rights under the Guarantee and the Guarantor's replacement of the defective part of the Device, the Warranty period referred to in point 1 runs anew in relation to the replaced part from the moment of returning the Device to the Buyer.
9. In the event of justified exercise by the Buyer of the rights under the Guarantee and the Guarantor's non-essential Repair of the Device, the Warranty period referred to in point 1 shall be extended by the time during which, as a result of a defect in the Device covered by the Warranty, the Buyer could not use it.
10. The warranty does not exclude, limit or suspend the Buyer's rights under the provisions of the Civil Code on warranty for defects in the sold item.
11. The exercise of the rights under the Guarantee does not affect the Guarantor's liability under the warranty for defects in the sold item.

§3. WARRANTY CLAIM

1. The entity authorized to submit the Warranty Claim is the Buyer. Notifications made by other entities that do not have the authority to act in the name and on behalf of the Buyer do not constitute Warranty Declarations and do not consist in consideration by the Guarantor.
2. The Buyer who wants to exercise the rights under the Guarantee should make a Warranty Notification immediately after revealing the defect.
3. The Warranty Notification is made via e-mail. The Buyer who wants to exercise the rights under the Guarantee is obliged to send to the following address: serwis@sygnis.pl a statement containing:
 - a) name and address of the Buyer's registered office
 - b) a telephone number;
 - c) the date and place of purchase of the Device;
 - d) the name of the Device and the serial number;
 - e) a description of the revealed defect of the Device.
3. If the Warranty Claim is made by the Buyer who is a natural person, the personal data referred to in point 3 will be processed by the Guarantor only for the purpose of performing the Guarantee granted in connection with the concluded sales contract, i.e. pursuant to Article 23 paragraph 1 point 3 of the Act on the Protection of Personal Data.

4. Upon receipt of the Warranty Application, immediately, but no later than within 3 (in words: three) days from the date of the Warranty Notification, the Guarantor shall provide the Buyer with instructions on how to proceed with the Device. Guidance will be given using commonly used distance communication devices.
5. The Buyer is obliged to follow the instructions given by the Guarantor.
6. If the instructions on how to further handle the Device, referred to in point 4, do not contribute to the repair of the Device or restore its proper functioning, the Guarantor recommends the Buyer to deliver the Device to the Service Point for diagnostic inspection.
7. Delivery of the Device to the Service Point should be understood as sending via Poczta Polska or another postal service operator an economical postal package containing a properly secured Device. The Buyer is obliged to provide together with the confirmation of purchase and a completed and personally signed form for the transfer of the Device. The form of handing over the Device will be sent to the Buyer via e-mail to the e-mail address indicated by him.
8. The Guarantor shall not be liable for defects of the Device arising during transport, including in particular those caused by improper protection of the Device during its transport.

§4.

EXERCISE OF WARRANTY RIGHTS

1. After receiving the Device, the Guarantor shall immediately inform the Buyer about the receipt of the Device by sending a message via e-mail to the e-mail address indicated by the Buyer.
2. After receiving the Device, the Service Point conducts a diagnostic inspection of the Device free of charge. The Guarantor informs the Buyer about the results of the diagnostic review by sending a message via e-mail to the e-mail address indicated by the Buyer.
3. If it is found that the defect reported by the Buyer is subject to the Warranty to the extent and under the conditions specified in the Warranty Conditions, the Service Point will repair the Device or replace its defective parts.
4. Repair of the Device or replacement of its defective parts will take place within 14 (fourteen) days from the date of diagnostic inspection. In the event that the Guarantor decides to replace the defective parts of the Device, the replacement period may be extended to 30 (thirty) days if the required spare parts are not available at the Service Point. After repairing the Device or replacing its defective parts, the Guarantor shall immediately send the Device back to the Buyer.
5. If it is found that the defect of the Device reported by the Buyer is not covered by the Warranty, the Guarantor in the message referred to in point 2, informs the Buyer about the reasons for refusing to perform the obligations under the Guarantee and about the possibility of performing an out-of-warranty repair of the Device or replacing its defective parts at the expense of the Buyer. In the case referred to in the previous sentence, the Guarantor presents the Buyer with the expected cost of the service and sets a deadline for the Buyer to respond to the received message.
6. If the results of the diagnostic inspection indicate that the Device is not defective or if the revealed defect does not consist in the Guarantee, and the Buyer has not commissioned the Guarantor to perform an out-of-warranty service, the Guarantor shall immediately send the Device back to the Buyer.

§5.

OBLIGATIONS OF THE BUYER

1. Before using the Device, the Buyer should read the Instruction Manual.
2. The Buyer should use the Device in a manner consistent with its intended purpose and the Instruction Manual. Following the provisions of the Instruction Manual will enable the Buyer to use the Device for a long time in accordance with its intended purpose while maintaining high efficiency of the Device.

3. The operation of the Device should take place in conditions of positive ambient temperature from 5 (five) to 30 (thirty) degrees Celsius, with air humidity reaching 60 (sixty) %.
4. The Buyer should use the Device only until the appropriate temperature of the Head of the Device is maintained. Warming up the head of the Device to a temperature exceeding 70 (seventy) degrees Celsius may cause permanent damage to the Device.
5. The Buyer should not attempt, independently or with the help of third parties, to modify the Device of an electronic or mechanical nature. Taking the actions referred to in the previous sentence excludes the rights from the Guarantee.
6. When using the Device, the Buyer should comply with the following recommendations:
 - a) The buyer should tighten the screws only to the first resistance, without the use of force. If it is noticed that the housing of the Device is deformed, the Buyer should not tighten the screws.
 - b) The device should not be left with a heated head, UV LEDs running or an open solenoid valve. If the device remains with a heated head, UV LEDs running or an open solenoid valve without printing, it leads to faster wear of the above-mentioned elements and threatens to damage the cooperating elements.
 - c) When using the Device, do not exceed the temperatures specified by the manufacturer of the Device for individual materials.
 - d) If it is noticed that the print does not stick to the table, the device should be calibrated and the table, if necessary, cleaned with alcohol to remove dust and grease. When using detergent, it is necessary to protect electrical components from the effects of alcohol. When carrying out the actions referred to in the previous sentence, the Device should be disconnected from the network and then left until dry.
 - e) It is forbidden to lay any objects on a flat surface under a movable bed. Hitting the bed on the object placed there may lead to permanent damage to the Device.
 - f) It is forbidden to block the table and/or head of the Device during their movement. The action referred to in the previous sentence may cause permanent damage to the Device.
 - g) The handguard and/or head should not be moved manually. The action referred to in the previous sentence causes the formation of induction currents on stepper motors, which may damage the Device.
 - h) A manually operated electromagnetic valve or UV diodes should not be used. Their operation in the printing process is regulated by the postprocessor supplied with the Device.

§6.

WARRANTY DISCLAIMER

1. Only defects resulting from causes inherent in the Device, caused by errors in the production process, which will be revealed within the period referred to in §2 point 1, are subject to the warranty. Defects arising or revealed after the deadline referred to in the previous sentence are not subject to the Guarantee.
2. The warranty shall not apply to defects resulting from reasons other than those specified in point 1, including in particular:
 - a) any defects in the Device caused by improper use, including in particular, but not exclusively, use inconsistent with the purpose of the Device known to the Buyer and/or the Instruction Manual,
 - b) defects of the Device of a mechanical nature, including in particular scratches or cracks in the housing of the Device, which arise in connection with the ordinary operation of the Device,
 - c) any defects caused by improper maintenance of the Device,
 - d) any defects arising as a result of unauthorized attempts to repair the Device independently by the Buyer or third parties,
 - e) any defects resulting from improper storage of the Device and during its transport or fall,
 - f) any defects arising in connection with the use of the Device in violation of the recommendations referred to in §5.

**§7.
COSTS**

1. The cost of preparing the Device for transport and the cost of its delivery to the Service Point shall be covered by the Buyer. In the event of a Warranty Application in accordance with the Warranty Conditions, the Guarantor shall refund the necessary and documented costs of delivering the Device to the Service Point.
2. The reimbursement of the costs referred to in point 1 takes place at the request of the Buyer, which should be accompanied by proof confirming the cost of shipment of the Device incurred by the Buyer in the amount corresponding to the amount indicated in the application.
3. The Guarantor shall not reimburse costs exceeding the economically justified costs of delivering the Device to the Service Point, including in particular the increased costs of priority or express shipping.
4. Subject to point 3, the Guarantor reserves the right to verify that the amount of costs indicated in the application referred to in point 2 does not exceed the economically justified costs of delivering the Device. If it is found that in the light of the principles of social coexistence and established customs, the amount requested by the Buyer exceeds the economically justified costs of delivering the Device to the Service Point, the Guarantor reserves the right to reimbursement of costs in the amount lower than indicated in the Buyer's application.
5. The cost of returning the Device to the Buyer shall be borne by the Guarantor.
6. In the event of an unjustified Warranty Notification, including in particular: delivery of the Device in violation of the Warranty Conditions, delivery of a Device with defects not covered by the Warranty or delivery of a non-defective Device, the Guarantor reserves the right to charge the Buyer who is not a consumer within the meaning of the provisions of the Civil Code with the costs of diagnostic inspection in the amount of PLN 100 (one hundred) net.