

REGULATIONS ON THE PROVISION OF POST-WARRANTY MAINTENANCE SERVICES

applicable from 1st January 2018
(hereinafter referred to as "the Regulations")

§ 1

Definitions

For the purposes of these Regulations, the following terms shall have the following meanings:

1. **Pricelist** - the pricelist containing the prices of Services provided by the Center as available at https://www.fibaro.com/files/2017/Pricelist_EN.pdf
2. **Diagnosis** - a free of charge maintenance service, involving a checkup of the condition of the Device supplied by the Customer, its test and evaluation of damage and, if applicable, a cost estimate of spare parts and costs of repair;
3. **Order Form** - the contact form available at https://www.fibaro.com/files/2017/Out_of_warranty_order_form_EN.pdf on the basis of which the Customer orders a Diagnosis or a Service from the Center;
4. **Customer** - every natural person, legal person or an organizational entity without legal personality which ships a Device to the Center;
5. **The Civil Code** - the Act of 23 April 1964, i.e. the Civil Code;
6. **RMA Number** - individual identification number of the Device as given by the Center;
7. **Center** - service center of the company FIBAR GROUP S.A. having its registered office in Poznań (60-421) at ul. Lotnicza 1, located in Poznań (60-529) at ul. Dąbrowskiego 81/85, with email address servicedesk@fibaro.com;
8. **Device** - every device originally covered by FIBAR GROUP S.A.'s quality warranty which has expired, shipped to the Center by the Customer;
9. **Service/Services** - any and all paid post-warranty maintenance services concerning a Device delivered by the Customer.

§ 2

General Provisions

1. The provisions of these Regulations are applicable to the Customer and the Center concerning the Diagnosis and Services provided by the Center for the Device sent to the Center by the Customer.
2. The time of providing the Diagnosis and the Service for the Device sent to the Center by the Customer depends each time on the type of damage to the Device and the availability of parts and spare subassemblies necessary to provide the Service. The maximum term of providing the Service is 14 days since the day the payment was credited according to the § 3 item 4 point 1.



3. The Center shall exercise its best efforts for the Diagnoses and Services to be provided without undue delay.
4. Devices shall be sent between the Customer and the Center solely via courier service.

§ 3

Acceptance of the Device

1. The Device shall be accepted for Diagnosis or Service solely after having been shipped by the Customer to the Center's address as specified in § 1 point 7 hereof via courier service at the Customer's cost. The shipment shall be accompanied by an Order Form filled in and signed by the Customer. The Center shall reserve the right not to accept Devices sent in a way different than the aforementioned.
2. Upon acceptance of the Device, the Center shall give it a unique RMA number. In their further correspondence with the Center, the Customer shall use the provided RMA number. Otherwise, the time of the Diagnosis or the Service can be substantially delayed.
3. Before providing any Service on the accepted Device, the Center shall perform a Diagnosis of the accepted Device.
4. The Center shall Diagnose the accepted Device free of charge, after receiving the Device as part of post-warranty repair with Order Form filled in the manner specified in § 4 item 1 hereof. By sending the Device after warranty period the Customer agrees on performing the Diagnose based on Regulations and an Order Form and consents to having their personal data processed to the extent necessary for the Diagnosis on the Device on the principles specified herein, in accordance with the provisions of the Act of 29 August 1997 on the protection of personal data. The Customer has the right to review their personal data and amend them. :
5. If all of the conditions specified in § 3 item 4 are not met within 14 days from the Center's acceptance of the Device, the Center shall send the Device to the Customer to the address from which it was shipped, fully upon the Customer's cost.
6. If the Device is not collected by the Customer, provisions specified in § 6 shall apply accordingly.

§ 4

Ordering Diagnosis and Service

1. For the purposes of ordering the Diagnosis or Service from the Center, the Customer shall fill in all the fields in the Order Form to the best of their knowledge, sign it and then send the Order Form together with the Device to the Center's address as specified in § 1 point 7 hereof.
2. In response to the aforementioned order, in the term of 3 days the Center shall inform the Customer by email at the address specified in the Order Form about RMA number given by the Center.
3. Ordering a Service from the Center, the Customer shall pay for the Service via a bank transfer to the bank account specified by the Center, providing the RMA number given by the Center in the title of the payment.



4. Ordering the Service on the Device from the Center, the Customer represents that they are familiar with the content of these Regulations and accept all the provisions thereof.
5. Ordering the Service on the Device from the Center, the Customer consents to having their personal data processed to the extent necessary for the Service on the Device on the principles specified herein, in accordance with the provisions of the Act of 29 August 1997 on the protection of personal data. The Customer has the right to review their personal data and amend them.

§ 5

Provision of the Service

1. After the Diagnosis, the Center shall inform the Customer by email at the address specified in the Order Form about:
 - the result of the Diagnosis, that it is possible to provide the Service and the cost of the Service and bank account number to which the Customer should make the payment or
 - the result of the Diagnosis and that it is not possible to provide the Service.
2. Subject to § 5 item 3 hereof, the cost of a given Service is specified in the Pricelist.
3. The Center shall have the right to specify a different cost of a given Service than that provided in the Pricelist. In such a situation, the cost of the Service as specified by the Center shall apply.
4. In the case specified in § 5 item 1 point 1 hereof, the Center shall provide the Service only if before that:
 - The Customer, under the term of 2 days since he received the information according to the § 5 point 1, had consented to the performance of the Service by the Center by email to the address of the Center as specified in § 1 point 7 hereof and
 - payment for the Service had been credited to the Center's bank account.
5. In the case specified in § 5 item 1 point 2 hereof and in the case of a lack of consent of the Client, as in § 5 point 4 item 1 the Center shall send the Device to the Customer at the address specified by the Customer in the Order Form at the sole cost of the Customer.
6. If the Device sent by the Center is not collected by the Customer, provisions specified in § 6 hereof shall apply accordingly. Center will inform the Client about sending the Device via e-mail.
7. If all of the conditions specified in § 5 item 4 hereof are not met within 14 days from the day on which the Customer is notified about the possibility of providing the Service under § 5 item 1 point 1 hereof, provisions specified in § 6 shall apply accordingly.
8. Service performed by the Center is covered by a six month warranty.

§ 6

Return of the Device

1. After performing the Service, the Center shall send the Device to the address specified by the Customer in the Order Form.
2. Damaged parts of the Device which will be replaced during performance of the Service shall be



returned to the Customer only upon their express request included in the notification referred to in § 5 item 4 point 1 hereof.

3. The cost of the shipment specified in § 6 item 1 hereof shall be fully borne by the Customer. If the parties did not agree on any other way of the Customer's payment for the costs of shipment, the Customer shall return the costs of the shipment to the Center on the basis of an invoice issued by the Center.
4. If the Center is returned a shipment which has not been collected by the Customer, the Center shall request the Customer by email to the address specified in the Order Form to order a courier to collect the shipment directly from the Center indicating in the request that failure to collect the shipment within 14 days from the request may be deemed by the Center as relinquish the ownership rights to the Device by the Customer and may be deemed abandoned within the meaning of Article 180 of the Civil Code.

§ 7

Final provisions

1. Any and all other arrangements which have not been specified herein concerning the Diagnosis and Service shall be made in writing or by email under pain of nullity.
2. Any and all disputable issues stemming from these Regulations shall be settled on the basis of the Polish law.
3. Relevant regulations of the Polish law, including in particular the regulations of the Civil Code shall apply to matters unregulated herein.
4. These Regulations have been drafted in the Polish and English language versions. In the case of any discrepancies or inaccuracies between the Polish and English language versions, the Polish version shall prevail.
5. These Regulations shall apply from 1st January 2018.