

Guarantee terms and conditions

1. The guarantor of the quality of the Device is FIBAR GROUP S.A. (hereinafter the "Manufacturer") with registered office in Poznań, ul. Lotnicza 1; 60-421 Poznań, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court in Poznań, VIII. Business Division of the National Court Register under the number: 553265, holding a Tax Identification Number (NIP): 7811858097, and a REGON: 301595664, with an initial capital of PLN 1,182,100.
2. The Manufacturer is responsible for equipment malfunction resulting from physical defects (manufacturing or material) of the Device during 12 months for business customers/ 24 months for consumers from the date when the Device was purchased by End-User, provided that applicable law does not enforce different guarantee commencement date. The consumer shall be deemed to be any natural person who performs acts in law with an entrepreneur, said acts not being directly related to his economic or professional activity. Any customer who is not a consumer shall be deemed to be business customer.
3. During the Guarantee period, the Manufacturer shall remove any defects, free of charge, by repairing or replacing (at the sole discretion of the Manufacturer) any defective components of the Device with new or regenerated components that are free from defects. When the repair proves impossible, the Manufacturer reserves the right to replace the device with a new or regenerated one, which shall be free from any defects and its condition shall not be worse than the original device owned by the Customer.
4. If, in exceptional cases (e.g. Device no longer on offer), replacing the Device with an item of the same type proves impossible, the Manufacturer may replace the Device with a different item of reasonably similar technical parameters. Doing so will be deemed as fulfilment of Manufacturer's obligations. Manufacturer does not refund the money paid for the purchased Device.
5. ONLY The holder of a valid guarantee document can make claims under the guarantee. Remember: before you submit a guarantee claim, contact our technical support using telephone or e-mail. More than 50% of operational problems are resolved remotely, saving time and money spent to initiating guarantee procedure. If remote support is insufficient, the Customer shall fill the guarantee claim form (using our website - www.fibaro.com) in order to obtain claim authorization. When the guarantee claim form is submitted correctly, the Customer shall receive the claim confirmation with a unique number (Return Merchandise Authorization - RMA).
6. The claim may be also submitted by telephone. In this case, the call is recorded and the Customer shall be informed about it by a consultant before submitting the claim. Immediately after submitting the claim, the consultant shall provide the Customer with the claim number (RMA-number).
7. If the guarantee claim is made correctly, the Customer will be provided with contact data of Authorized Guarantee Service Station (hereinafter the "AGSS"). Customer shall contact and deliver the Device to AGSS for inspection.
8. Any defects found during the guarantee period shall be remedied no later than within 30 days calculated from the date of delivering the Device to the AGSS. The guarantee period shall be extended by the time, during which the Device has been in the possession of the AGSS.
9. The Device that is the subject of the claim should be made available by the Customer together with complete standard equipment and the documents confirming its purchase.
10. The components replaced under the guarantee are owned by the Manufacturer. All components replaced in the course of the guarantee procedure are themselves covered by a guarantee until the expiration of the original guarantee period for the Device. The guarantee period in the case of replaced components does not undergo extension.
11. Costs of delivering the faulty device shall be borne by the Customer. For unjustified service calls, the Service may charge the Customer with travel expenses and handling costs related to the case.
12. The AGSS may reject a guarantee claim only in the following cases:
 - the Device has been operated contrary to its intended purpose and the operation manual,
 - if the Device made available by the Customer is incomplete, lacks any equipment pieces, or lacks the rating plate,
 - if the cause of faulty operation is other than a material or production defect found in the Device,
 - invalid guarantee document or lack of purchase receipt,
13. The Manufacturer shall not be liable for damage to property caused by defective device. The Manufacturer shall not be liable for indirect, incidental, special, consequential or punitive damage, or for any damage, including, inter alia, loss of profits, savings, data, loss of benefits, claims by third parties and any property damage or personal injuries arising from or related to the use of the Device.

14. The guarantee does not cover:

- mechanical damage (fractures, breakings, cuts, abrasions, deformations caused by impact, fall or dropping another object on the Device, or resulting from operation incompatible with the Device's intended purpose as specified in the operation manual);
- damage resulting from external causes, e.g.: flood, storm, fire, lightning strike, natural disasters, earthquake, war, civil unrest, force majeure, unforeseen accidents, theft, liquid spilling, battery seepage, weather conditions; impact of solar rays, sand, humidity, high or low temperatures, air pollution;
- damage resulting from faulty functioning of software caused by a computer virus attack, or failure to update the software according to the Manufacturer's request;
- damage resulting from: overvoltage in the power network or/and telecommunications network, or from connecting to the power network in manner incompatible with the operation manual, or from connecting additional devices not recommended by the Manufacturer.
- damage caused by operating or storing the Device in extremely adverse conditions, i.e. high humidity, high dustiness, too low (frost) or too high ambient temperature. Detailed conditions in which the operation of the Device is acceptable have been specified in the operation manual;
- damage resulting from the use of accessories not recommended by the Manufacturer,
- damage caused by a defective electrical installation at the user's premises, including the use of improper fuses;
- damage resulting from the Client's failure to follow the maintenance and servicing schedule given in the operation manual;
- damage resulting from the use of non-original spare parts and equipment, unsuitable for a given model, or resulting from repairs and modifications carried out by unauthorized persons;
- faults resulting from continued operation of a defective Device equipment.

15. The scope of guarantee repairs does not include periodic maintenance and inspections of the Device, in particular cleaning, adjustment, inspection of operation, correction of operating mistakes or parameter programming mistakes, and other activities which the user (Buyer) is obliged to carry out. The guarantee does not cover natural wear and tear of the Device's components or other parts described in the operation manual and technical documentation for which a particular operating period has been specified.

16. If a given type of damage to the Device is not covered by the guarantee, the Manufacturer reserves the right to remedy such defect according to his own discretion, either by repairing the damaged or destroyed component, or by making it possible to acquire subassemblies required for repairs or replacement.

17. The guarantee for the Device sold does not exclude, limit or suspend the rights of the Customer as a consumer, resulting from the product's inconsistency, with the purchase agreement, or the rights of the consumers ensuing from relevant regulations in force.

The Device may be used with any certified Z-Wave product and should work with devices from other producers. Each certified, Z-Wave compatible device, may be added to FIBARO System.

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