

Warranty Terms and Conditions

1. FIBAR GROUP S.A. with its registered office in Poznan, ul. Lotnicza 1, 60-421 Poznań, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Poznań-Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register (KRS) under number: 553265, NIP 7811858097, REGON: 301595664, share capital PLN 1,182,100 paid in full, other contact information is available at: www.fibaro.com (hereinafter "the Manufacturer") guarantees that the device sold (hereinafter referred to as: "the Device") is free from material and manufacturing defects.
2. The Manufacturer shall be responsible for malfunctioning of the Device resulting from physical defects inherent in the Device that cause its operation to be incompatible with the specifications within the period of:
 - 24 months from the date of purchase by the consumer,
 - 12 months from the date of purchase by a business customer (the consumer and business customer hereinafter collectively referred to as "Customer").
3. The Manufacturer shall remove any defects revealed during the guarantee period, free of charge, by repairing or replacing (at the sole discretion of the Manufacturer) the defective components of the Device with new or regenerated components. The manufacturer reserves the right to replace the entire Device with a new or refurbished device. The Manufacturer shall not reimburse for the device.
4. Under special circumstances, the Manufacturer may replace the Device with a different device most similar in technical characteristics.
5. Only the holder of a valid warranty document shall be entitled to make claims under warranty.
6. Before making a complaint, the Manufacturer recommends using the telephone or online support available at <https://www.fibaro.com/support/>.
7. In order to submit a complaint, the Customer should contact the Manufacturer via the email address given at <https://www.fibaro.com/support/>.
8. After the complaint has been properly submitted, the Customer will receive contact details for the Authorized Service Provider ("ASP"). The Customer should contact and deliver the Device to AGS. Upon receipt of the Device, the manufacturer shall inform the Customer of the return merchandise authorization number (RMA).
9. Defects shall be removed within 30 days from the date of delivering the Device to AGS. The guarantee period shall be extended by the time in which the Device was kept by AGS.
10. The faulty device shall be provided by the Customer with complete standard equipment and documents proving its purchase.
11. The cost of transporting the Device within the territory of the Republic of Poland shall be covered by the Manufacturer. The international shipping cost shall be covered by the Customer. For unjustified complaints, ASP may charge the Customer with costs related to the case.
12. APS shall not accept a complaint claim when:
 - the Device was misused or the manual was not observed,
 - the Device was provided by the Customer incomplete, without accessories or nameplate,
 - it was determined that the fault was caused by other reasons than a material or manufacturing defect of the Device
 - the warranty document is not valid or there is no proof of purchase,
13. The warranty does not apply to:
 - mechanical damages (cracks, fractures, cuts, abrasions, physical deformations caused by impact, falling or dropping the device or other object, improper use or not observing the operating manual);
 - damages resulting from external causes, e.g.: flood, storm, fire, lightning, natural disasters, earthquakes, war, civil disturbance, force majeure, unforeseen accidents, theft, water damage, liquid leakage, battery spill, weather conditions, sunlight, sand, moisture, high or low temperature, air pollution;
 - damages caused by malfunctioning software, attack of a computer virus, or by failure to update the software as recommended by the Manufacturer;
 - damages resulting from: surges in the power and/or telecommunication network, improper connection to the grid in a manner inconsistent with the operating manual, or from connecting other devices not recommended by the Manufacturer.
 - damages caused by operating or storing the device in extremely adverse conditions, i.e. high humidity, dust, too low (freezing) or too high ambient temperature. Detailed permissible conditions for operating the Device are defined in the operating manual;

- damages caused by using accessories not recommended by the Manufacturer
- damages caused by faulty electrical installation of the Customer, including the use of incorrect fuses;
- damages caused by Customer's failure to provide maintenance and servicing activities defined in the operating manual;
- damages resulting from the use of spurious spare parts or accessories improper for given model, repairing and introducing alterations by unauthorized persons;
- defects caused by operating faulty Device or accessories.

14. The warranty shall not cover natural wear and tear of the Device and its components listed in the operating manual and in technical documentation as such elements have a defined operational life.

15. The Device warranty shall not exclude, limit or suspend the Customer's warranty rights.

16. The Manufacturer shall not be liable for damages to property caused by defective device. The Guarantor shall not be liable for indirect, incidental, special, consequential or punitive damages, or for any damages, including, inter alia, loss of profits, savings, data, loss of benefits, claims by third parties and any other damages arising from or related to the use of the Device.

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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