

## General Warranty Conditions

1. FIBAR GROUP S.A. with its registered office in Wysogotowo, Serdeczna 3 Street, 62-081 Wysogotowo, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań-Nowe Miasto and Wilda in Poznań VIII Commercial Division KRS (court registration number) under KRS number 0000553265, with REGON number 301595664, NIP (Tax ID): 7811858097, with share capital in the amount of 1.182.100.00 PLN (paid up in full), (hereinafter: "**FIBARO**", "**Manufacturer**") warrants that the Goods sold ("**Goods**", "**Products**") are free from defects in material and workmanship.
2. FIBARO undertakes to repair the Goods free of charge in the event of discovering defects in the Goods resulting from reasons inherent in the subject of sale (production defects), during the period:
  - 24 months from the date of purchase of the Goods directly from FIBARO by the Consumer (End Recipient),
3. FIBARO undertakes to repair free of charge any defects revealed during the warranty period by repairing or replacing defective elements of the Goods with new or refurbished parts, which shall be performed at the discretion of the Authorised Service Provider ("**ASP**", "**Service**"). FIBARO reserves the right to replace all Goods with new or refurbished products. FIBARO does not refund money for the purchased Goods. Any defective Goods or parts thereof, the replacement of which has been made in exercise of rights under the Warranty, shall become the property of ASP.
4. In special situations, FIBARO may replace Goods with another one having the closest technical parameters.
5. Only the holder of a proof of purchase of the Goods can claim warranty.
6. Before filing a complaint, FIBARO recommends using telephone or online technical support available at <https://www.fibaro.com/en/support/>.
7. Upon correct submission of the complaint, the Customer will receive contact details for the ASP. The Customer shall contact ASP himself/herself and deliver the Goods to the address provided by ASP.
8. Defects will be removed within 30 days, from the date of delivery of the Goods to ASP.
9. Warranty period is extended by the time of repair of the Goods.
10. Claimed Goods should be made available by the Customer along with complete standard equipment and documents confirming its purchase.
11. The shipping costs of the claimed Goods on the territory of the Republic of Poland shall be borne by FIBARO. In the case of Goods delivered from other countries, the shipping costs will be borne by the Customer. In the event of an unjustified complaint, ASP has the right to charge the Customer with costs related to investigation of the case.

12. ASP refuses to accept the complaint in the event of:
    - 12.1. finding the use of the Goods inconsistent with its intended purpose and instructions for use,
    - 12.2. delivering incomplete Goods by the Customer, without required attachments, without a statutory plate,
    - 12.3. finding the cause of the defect other than the material or production defect inherent in Goods,
    - 12.4. invalid warranty document and lack of proof of purchase.
  
  13. The warranty does not cover:
    - 13.1. replaceable batteries and additional accessories such as: screws, instructions, cables, mounting tape;
    - 13.2. mechanical damage (cracks, fractures, cuts, abrasions, physical deformations caused by impact, fall or drop on the Goods of another object or misuse of Goods as specified in the user's manuals);
    - 13.3. damage caused by external causes, e.g. flooding, storm, fire, lightning, natural disasters, earthquakes, war, civil unrest, force majeure, unexpected accidents, theft, flooding, battery leakage, weather conditions; sunlight, sand, humidity, high or low temperature, air pollution;
    - 13.4. damage caused by malfunctioning software, caused by computer virus attack, or outdated software - FIBARO recommends to have all software updated;
    - 13.5. damage resulting from: network and/or telecommunications overvoltages or from connection to a power grid in a manner that does not comply with the user's manual or because of the connection of other products, the connection of which is not recommended by FIBARO;
    - 13.6. damage caused by operation or storage of the Goods in extreme conditions i.e. high humidity, dust, too low or too high ambient temperature. Detailed conditions under which the use of the Goods is permitted shall be determined by the user's manual;
    - 13.7. damage caused by user's faulty electrical installation, including the use of improper fuses;
    - 13.8. damage resulting from the use of non-original spare parts and equipment inappropriate for the device model, including inappropriate performance of repairs and alterations by unauthorised persons;
    - 13.9. defects arising as a result of continuing to operate with malfunctioning Goods or accessories.
  
  14. Furthermore, the warranty does not cover:
    - 14.1. natural wear and tear of the Goods' elements and other parts listed in the user's manual and technical documentation as having a specified operating time;
    - 14.2. wear and tear of elements of the Goods resulting from their improper use.
  
  15. Warranty for the Goods does not exclude, limit or suspend the rights of the Customer/Consumer under the warranty.
  
  16. FIBARO shall not be liable for damage to property or person caused by defective Goods. FIBARO shall not be liable for indirect, incidental, special, consequential, or moral damages, including but not limited to lost benefits, savings, data, claims of third parties and other damages resulting from or related to use of the Goods.
-