

REGULATIONS ON THE PROVISION OF POST-WARRANTY MAINTENANCE SERVICES

applicable from 1st March 2022

(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 the Services provided by the Center (§9). The pricelist includes the suggested repair prices, individual pricing will be determined after the Diagnosis of the device;
2. Diagnosis - a free of charge maintenance service, involving a checkup of the condition of the Product 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 (RMA_Order_form_EN available on the <https://www.fibaro.com/en/support/>) 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 shipping a Product to the Center, which is its property;
5. The Civil Code - the Act of 23 April 1964, i.e. the Civil Code;
6. RMA Number - individual identification number of the Order Form as given by the Center;
7. Center - service center of the company FIBAR GROUP S.A. located in Wysogotowo (62-081) at Serdeczna 5 Street, POLAND with e-mail: service@fibaro.com;
8. Product - 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 Product delivered by the Customer;
10. Personal data - information regarding an identified or identifiable natural person, for example: name, address, telephone number.

§ 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 Product sent to the Center by the Customer.
2. The time of providing the Diagnosis and the Service for the Product sent to the Center by the Customer depends each time on the type of damage to the Product and the availability of parts and spare subassemblies necessary to provide the Service. The maximum term of providing the Service is 14 calendar days from the day the payment was credited according to the §4.
3. The Center shall exercise its best efforts for the Diagnoses and Services to be provided without undue delay.
4. Products shall be sent between the Customer and the Center solely via courier service.

§ 3

Acceptance of the Product

1. The Product 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 Products sent in a way different than the aforementioned.
2. Upon acceptance of the Product, 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 Product, the Center shall perform a Diagnosis of the accepted Product.
4. The Center shall Diagnose the accepted Product free of charge, after receiving the Product as part of post-warranty repair with Order Form filled in the manner specified in § 4 item 1 hereof. By sending the Product after warranty period the Customer agrees on performing the Diagnose based on Regulations and an Order Form.
5. If all of the conditions specified in § 3 item 4 are not met within 14 days from the Center's acceptance of the Product, the Center shall send the Product to the Customer to the address from which it was shipped, fully upon the Customer's cost.
6. If the Product 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 Product to the Center's address as specified in § 1 point 7 hereof (with the annotation "Service").
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 and agrees to receive electronic invoices, in the form of a PDF file, to the e-mail address provided on the Order form.
4. Ordering the Service on the Product from the Center, the Customer represents that they are familiar with the content of these Regulations and accept all the provisions thereof.

§ 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 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 Product to the Customer at the address specified by the Customer in the Order Form at the sole cost of the Customer.
6. If the Product 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 Product 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
8. § 5 item 1 point 1 hereof, provisions specified in § 6 shall apply accordingly.
9. Service performed by the Center is covered by a six month warranty.

§ 6

Return of the Product

1. After performing the Service, the Center shall send the Product to the address specified by the Customer in the Order Form.
2. Damaged parts of the Product 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 Product by the Customer and may be deemed abandoned within the meaning of Article 180 of the Civil Code.

§ 7

Personal data protection

1. The Administrator of Customer's personal data (hereinafter referred to as "Administrator") is Fibar Group SA with its registered office in Wysogotowo (62-081), at Serdeczna 3 Street.
 2. The Administrator determined the point of contact in which the Customer can proceed with his/her right related to the protection of Personal data. The point of contact can be reached via email address: dpo@fibaro.com.
 3. Customer's Personal data is processed:
 - a. To proceed with the Regulations [article 6 section 1 letter b of the GDPR, separately for:
 - proceeding with the Regulations or taking actions before concluding it;
 - to proceed with requested Services;
 - b. The legitimate interests of the Administrator (article 6 section 1 letter f of the GDPR) which involves being able to investigate and protect against potential claims;
 - c. Legal obligation (article 6 section 1 letter c of the GDPR) individually for: - fulfilling the obligations resulting from provisions of law, including provisions on accounting and tax obligations.
 4. Giving personal data is voluntary, however necessary to proceed with the tasks mentioned above, this includes receiving the Service.
 5. Personal data may be shared with authorized entities to receive them under applicable law, and also our subcontractors if needed: e.g. law firm which represents us, our IT service providers.
 6. Personal data will not be transferred into third states or international organisations.
 7. Personal data will be retained for the period necessary to fulfill the Services:
 - a. No longer than 6 years since performing the Service in order to meet applicable tax regulations (see § 7 point 3 letter c)
 - b. for the duration of the agreement period – (see § 7 point 3 letter a)
 - c. for the duration of claims for natural persons – 6 years, entrepreneurs 3 years (see § 7 point 3 letter b) or till the moment of objection and having Fibar Group S.A. recognize its validity.
 8. The Customer shall have the right to access his/her Personal data, correct, remove, limit the processing of the data, transfer, or object.
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9. The Customer is entitled to lodge a complaint to the Data Protection Commissioner, should he/she decide that Personal data processing violates GDPR regulations.
10. To exercise the rights mentioned in point § 7 one should contact the point of contact via email address: dpo@fibaro.com.

§ 8

Final provisions

1. All other arrangements not defined in the Regulations which concern Diagnosis and Services in order to be valid shall be performed in a written form or via emails.
2. Any dispute arising from the Regulations shall be resolved according to Polish law.
3. Competent court for resolving any potential disputes with the Customer, who is a consumer, as described in the Civil Code, is the court of local jurisdiction according to applicable Code of civil procedure.
4. Settlement of potential disputes between the Center and the Customer a Klientem, who is not a consumer within the meaning of the Civil Code shall be referred for determination to the court of local jurisdiction due to the location of the Center.
5. 5. In matters not covered by the Regulations, legal provisions will be governed by Polish law, in particular provisions of the Civil Code and Consumer Rights Act. In the event of any inconsistencies between the Regulations and Customer's laws and provisions under the generally applicable regulations, shall be subject to generally applicable regulations of Polish Law.
6. The Customer cannot transfer any of his/her claims resulting from the Regulations to a third party (prohibition of transfer) unless The Center agrees for such an action in a written form for it to be valid. Claims resulting from the Regulations cannot be the object of the contribution unless The Center agrees for such an action in a written form for it to be valid.
7. The Center declares that it holds the status of a large entrepreneur under the act of 8 March 2013 - on counteracting excessive payment delays in commercial transactions.
8. These Regulations have been prepared in Polish and English language versions. In the event of any discrepancies or inconsistencies between the Polish and English versions of the Regulations, the Polish version shall prevail over the other language version.
9. Details on non-judicial means of dispute settlement can be found at: http://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php 3.

10. The online platform for dispute resolution between consumers and entrepreneurs at the EU level (ODR platform) is available at: <http://ec.europa.eu/consumers/odr/>. ODR platform is an interactive, multilingual website with comprehensive customer service for consumers and entrepreneurs seeking non-judicial means of dispute settlement of contractual obligations.
11. Customer requesting a post-warranty Service voluntarily accepts the Regulations.
12. The Regulations come into force on 1 March 2022.

§ 9

Repair Pricelist

The price list includes estimated repair prices, individual pricing will be determined after the diagnosis of the device. Prices do not include shipping costs.

Product name	Estimated repair price range
Intercom	65 € – 165 €
Home Center 2	65 € – 165 €
Home Center 3	65 € – 165 €
Home Center Lite	55 € – 100 €
Home Center 3 Lite	40 € – 55 €
Other devices	20 € – 35 €