

Warranty Terms and Conditions

1. FIBAR GROUP SA with its registered office in Wysogotowo, Serdeczna 3 street, 62-081 Wysogotowo, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań-Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under the number: 553265, NIP (TIN) 7811858097, REGON: 301595664, share capital PLN 1,182,100 , paid in full, (hereinafter: "**FIBARO** ", " **Manufacturer** ") grants the consumer and the natural person referred to in art. 7aa of the Act on Consumer Rights (hereinafter collectively referred to as the "Consumer"), a guarantee that the Goods sold (" **Goods** " , " **Product** ") are free from defects in material and workmanship.
2. FIBARO undertakes to repair the Goods free of charge in the event of disclosing defects in the Goods resulting from reasons inherent in the subject of sale (production defects), within 24 months from the date of purchase of the Goods by the Consumer.
3. FIBARO undertakes to remove defects revealed during the warranty period free of charge, by repairing or replacing the defective elements of the Goods with new or defect-free parts.
4. If the Goods were purchased by the Consumer in the European Union, the repair or replacement of the Goods takes place on the terms set out in art. 43d of the Act on Consumer Rights of May 30, 2014.
5. If the Goods were purchased by the Consumer outside the European Union, the Manufacturer bears the costs of repair or replacement of the Goods, but does not bear the costs of transporting the Goods.
6. In the event of a completely unjustified complaint, ASP/Manufacturer has the right to charge the Consumer with the costs related to clarifying the case, including transport costs.
7. All defective Goods or their parts, which were replaced as part of the implementation of the rights under the Guarantee, become the property of the Authorized Service Provider (hereinafter referred to as "ASP").
8. Only the holder of the proof of purchase of the Goods and a valid warranty document may make warranty claims.
9. Before submitting a complaint, FIBARO recommends using the telephone or online technical support available at <https://www.fibaro.com/pl/support/>
10. After submitting the complaint correctly, the Consumer will receive contact details to ASP.
11. The advertised Product should:
 - 11.1.be placed in a parcel with an inscription: "SERVICE" or "COMPLAINT" along with complete standard equipment needed to run it and documents confirming its purchase,
 - 11.2.be properly protected against possible transport damage,
 - 11.3.have a completed RMA application form included.
12. The defects will be removed within a reasonable time from the moment when the Manufacturer was informed by the Consumer about the lack of compliance with the contract, and without undue inconvenience to the Customer, taking into account the nature of the Goods and the purpose for which the Consumer has purchased them. The warranty period is extended by the time in which the Device was at ASP's disposal.
13. ASP/Manufacturer refuses to accept a complaint in the case of:
 - 13.1.finding that the Goods have not been used in accordance with the intended use and the instruction manual;
 - 13.2.making incomplete Goods available by the Consumer: without accessories, without a rating plate;
 - 13.3.finding the cause of the defect other than a material or manufacturing defect inherent in the Goods;

- 13.4.invalid warranty document and lack of proof of purchase.
14. The warranty does not cover:
- 14.1.replaceable batteries and additional accessories such as: screws, instructions, wires, mounting tape;
 - 14.2.mechanical damage (cracks, fractures, cuts, abrasions, physical deformations caused by hitting, falling or dropping another object on the Goods or using the Goods inconsistently with the intended use specified in the dedicated manual);
 - 14.3.damage caused by external causes, e.g.: flood, storm, fire, lightning, natural disasters, earthquake, war, civil unrest, force majeure, unforeseen accidents, theft, liquid flooding, battery leakage, weather conditions; sunlight exposure, sand, moisture, high or low temperature, air pollution;
 - 14.4.damage caused by incorrectly functioning software, as a result of a computer virus attack, or failure to update the software in accordance with FIBARO's recommendations;
 - 14.5.damage resulting from: overvoltages in the power grid and/or telecommunications or from connecting to the power grid in a manner inconsistent with the user manual or due to connecting other products whose connection is not recommended by FIBARO;
 - 14.6.damage caused by work or storage of the Goods in unfavorable conditions i.e. high humidity, dust, too low (frost) or too high ambient temperature. Detailed conditions under which the use of the Goods is allowed are specified in the users manual;
 - 14.7.damage caused by the user's faulty electrical installation, including the use of incorrect fuses;
 - 14.8.damage resulting from the Customer's failure to perform maintenance and service activities provided for in the user manual;
 - 14.9.damage resulting from the use of non-original spare parts and accessories not appropriate for a given model, repairs and alterations by unauthorized persons;
 - 14.10.defects resulting from work with faulty Goods and their accessories.
15. The warranty also does not cover:
- 15.1. natural wear and tear of the elements of the Goods and other parts listed in the users manual and technical documentation with a specific operating time;
 - 15.2.wear of the elements of the Goods resulting from its improper use.
16. FIBARO informs that in the event of non-conformity of the Goods with the contract, the Consumer is entitled by law to legal protection measures on the part of and at the expense of the seller, and this warranty does not affect these legal protection measures.
17. The provisions of the Civil Code and other acts (in particular the Act on Consumer Rights of 30 May 2014) shall apply to matters not covered by this Warranty.
18. FIBARO shall not be liable for damage to property or a person, or for other civil law consequences caused by the defectiveness of the Goods. In particular, FIBARO shall not be liable for indirect, incidental, special, consequential or moral losses, as well as for lost profits, savings, data, benefits, third party claims and other damages resulting from or related to the use of defective Goods.