



# WARRANTY GUIDELINES

## Information:

Company:	GWL a.s.
Headquarters:	Průmyslová 1472/11, 102 00 Prague 10
Czech Business ID:	27651851
VAT ID:	CZ27651851
Registered in Business Index at City court of Prague, section B, insertion 11525 (further referred as „seller“)	

## Contact information of seller:

Delivery address:	GWL a.s. Průmyslová 11 102 19 Prague 10 - Hostivař seller headquarters (further referred as „contact address“)
E-mail address:	<a href="mailto:sales@gwl.eu">sales@gwl.eu</a> (further referred as „contact e-mail“)
Phone:	(+420) 277 007 550 (further referred as „contact phone“)

1. These Warranty Guidelines are an integral part of the Seller's General Business Terms & Conditions. All Buyers agree to these Warranty Guidelines upon the execution of a purchase contract and receiving Goods. Unless stipulated otherwise in these Warranty Guidelines, definitions used in the Warranty Guidelines are interpreted in the same manner as in the General Business Terms & Conditions.
2. The Warranty Guidelines stipulate the process and conditions for warranty claims based on defects of the Goods and claims based on the Warranty of Quality by consumers according to the law of the Czech Republic, provisions in Act no. 89/2012 Coll. of the Civil Code, as amended, as well as Act no. 634/1995 Coll, Consumer Protection Act, as amended.
3. The Buyer exercises the rights from defective performance including warranty liability at the contact address of the Seller (other processes for filing claims for defects according to these Warranty Guidelines are not in any way limited).
4. Unless a longer period is listed on the website of the Seller, the Seller guarantees to the Consumer Buyer that all new Goods sold by the Seller to the Consumer Buyer **do not contain any defects upon delivery and acceptance and that no defects shall occur in the consumer Goods for a period of twenty four (24) months from the moment these Goods were accepted by the Buyer.** This period may be extended on the website of the Seller according to conditions stipulated prior to the fact and such liability for defects is stipulated in the same scope for liability as set forth by the law.
5. A business entity buyer may select the duration of the Warranty of Quality as per the article above on the website of the Seller according to conditions agreed upon prior to the fact. Such a defects liability period is marked on the delivery notice for the Goods.
6. **If the manufacturer or importer grants a warranty period that is longer than the warranty listed in Sub-section 4 and 5 above for some Goods, then the option to exercise rights for defective performance in the period listed on the Goods by the manufacturer or importer is not affected by**

**these Warranty Guidelines and the scope of performance is specified by the warranty conditions of the manufacturer or importer.**

7. If in the course of the warranty period (if the Warranty of Quality is provided) or during the period as per the Sub-section above, a defect in the Goods occurs, which prevents proper usage of the purchased product and if this defect can be removed, the Buyer has a right to the repair of the defect free of charge. In the event of a removable defect on Goods that have not yet been used, the Buyer is entitled to an exchange of the defective product for one in perfect condition instead of defect removal. In the event of a removable defect, the Buyer is further entitled to a discount from the purchase price.
8. In the event of a defect, which cannot be removed and which prevents the usage of the Goods in the same scope as Goods without a defect, the Buyer is entitled to an exchange of the Goods, an adequate discount from the purchase price or the Buyer may withdraw from the purchase contract.
9. If the Buyer does not withdraw from the purchase contract or if the Buyer does not exercise its right to the delivery of a new item that is defect-free, the exchange of its parts or its repair, the Buyer may request an adequate discount from the purchase price. The Buyer is also entitled to an adequate discount from the purchase price in the event that the Seller is unable to deliver to the Buyer a new item that is defect-free, is unable to exchange its parts or repair the item, and also if the Seller does not remedy the defect in an adequate time period or if the remedy of the defect would cause the Buyer significant difficulties.
10. The Buyer does not dispose of these rights based on defective performance if the Buyer was aware of the defect prior to accepting the item or if the Buyer caused the defect of its own accord. The Buyer also does not have a right to withdraw from the purchase contract or demand the delivery of a new item, if the Buyer is unable to return the said item in the same state, in which the Buyer received the item, except for those instances set forth by the law.
11. The Buyer is obligated to submit the warranty claim to the Seller (or a person authorized to carry out the repairs) without undue delay from the moment the defect is found. The Seller shall issue to the Consumer Buyer a written confirmation with information on when the Buyer filed the claim, the subject of the claim and what type of resolution the Buyer requires; it will further contain information on the date and method of the claim resolution, including confirmation on repairs carried out and the duration, as well as a written explanation for rejection of the warranty claim, if the case may be.
12. The warranty claim date is the day when the Goods, which are subject to the warranty claim, are delivered to the contact address of the Seller, to any branch of the Seller or its seat or its business address.
13. The Seller or its authorized employee shall make a decision on the warranty claim immediately and in more complex cases within three (3) business days. The period does not include the time adequately needed depending on the type of product or the service required for the professional evaluation of the defect. **The warranty claim including the removal of the defect must be resolved without undue delay, within thirty (30) days from the day the warranty claim was filed at the latest, unless the Seller agrees on a longer period with the consumer.**
14. The warranty and liability claims for defects do not relate to Goods, where the claim was filed after the warranty period has expired and further, for wear and tear of the **Goods caused by its standard usage. Wear and tear caused by standard usage also includes decreased capacity of batteries and accumulators.** The warranty and liability claims for defects do not cover defects caused by incorrect usage, failure to follow the manual, improper maintenance or incorrect storage. The Seller is not responsible for defects on items sold at a discounted price applied due to such defects; in such an event, the Buyer has a right to an adequate discount instead of the right to an exchange.

15. The right to exercise rights based on the warranty also expires in the event of the following:
- Violation of the protective or warranty seals, bar codes and stickers if the product contains them
  - Goods, which are mechanically damaged
  - Electrical overvoltage or short circuit (determined according to the manufacturer's service diagnostics or visibly burnt parts, printed circuit board or accumulator terminals)
  - Goods that were damaged during transport (these types of damages must be resolved with the transportation carrier according to the Seller's General Business Terms & Conditions)
  - Usage of Goods in conditions, which do not comply with the required environment in terms of temperature, dust, humidity, chemical and mechanical forces
  - Unprofessional installation, service or negligence of care for the Goods
  - Goods damaged by excessive overloading or usage, which violates the Manual or the General Principles; for lithium electrical accumulators, this covers especially the following:
    - Charging and discharging with currents, which are higher than the listed specification for the Goods
    - Missing electronic protection from overcharge or discharge of individual cells assembled in the battery (BMS)
    - Random short-circuit, including a short-circuit caused by work with uninsulated tools
    - Connecting accumulators with an incorrect polarity
    - Usage of accumulators, which have not gone through an initiation charge
    - Usage of accumulators connected in a battery without cleaning the terminals with sandpaper properly beforehand
    - Connecting accumulators to the battery using terminal connectors not approved by the Seller
    - Tightening the screws into the terminals using a torque higher than is recommended in the specification
    - Welding or soldering accumulator terminals
    - Breaking apart the plastic housing of the accumulator
    - Covering the safety valve on the accumulators
    - Storing or operating accumulators in a position other than with the terminals and the safety valve facing up
    - Storing batteries if they are fully discharged
  - Goods were damaged by defective software or its incorrect settings
  - Goods were damaged by forces of nature or force majeure
16. A Consumer Buyer shall file the warranty claim in the following manner:
- Inform the Seller via telephone, email or in writing
  - If the website allows, the Buyer may use a warranty claim protocol, which will be sent to the Buyer's email or is available to be downloaded online on the website
  - Delivers the Goods part of the claim (not via cash on delivery, which the Seller does not accept) to the contact address of the Seller (or a person authorized to carry out the repairs), to any branch of the Seller or the seat or business address of the Seller. The Buyer is obligated to wrap the Goods appropriately so that they are not damaged or destroyed during delivery. A proof of purchase document (receipt, invoice) must be provided with the Goods together with a description of the defect and a suggestion on how to resolve the warranty claim.
  - The Buyer is obligated to list any additional agreements in the description of the defect, which grant it liability rights for defects in the Goods above the scope set forth by the law, by the General Business Terms & Conditions or via a Contract on Business Terms & Conditions.
17. A Business Entity Buyer exercises the rights for defective performance in the following manner:
- The Business Entity Buyer is obligated to fill out a warranty claim protocol on the website of the Seller prior to the warranty claim proceedings and to provide the Seller with the needed information for the removal of the defect(s). In the event that the Buyer cannot enter the warranty claim using an online form,

it is obligated to file the warranty claim over the telephone or email sent to the Seller, who will provide the Buyer with a warranty claim number. The Buyer is obligated to mark the package with the Good part of the warranty claim with this number. The Seller is not obligated to accept packages not marked with a warranty claim number.

- If an authorized service is designated for the Goods from the warranty claim within the European Union, the Buyer is obligated to file the warranty claim at this service.
- The Contracting Parties agree that the only substantial breach of the contract occurs in the event that the contract subject does not have functional features explicitly declared on the website of the Seller.
- If the defective performance is a substantial breach of a contract, the Business Entity Buyer has the following rights:
  - a) Defect removal through the delivery of a new item free of defects or through the delivery of a missing item
  - b) Defect removal through the repair of the item; in the case of electrical accumulators, repair also includes charging the item to the correct voltage, balancing battery cells etc.
  - c) Withdrawal from the contract only in those instances when the defects cannot be remedied through the processes described above in a) or b) of this Sub-section of the Warranty Guidelines.
- In the event that the Business Entity Buyer is entitled to withdraw from the contract based on provisions in these Warranty Guidelines, the Business Entity Buyer agrees that instead of the right to receive back the purchase price amount, the Business Entity Buyer shall receive a voucher for the purchase of goods from the Seller in the amount of the standard time price of the goods, which is the price that would have applied upon the sale of the same or similar such item in a standard business transaction at the given time and place. The standard time price reflects the situation on the market of used items of the same kind. The Business Entity Buyer agrees that to make matters simple, this price shall be calculated using the following amortization table:

No. of months from date of purchase, for lithium electrical accumulator, also the number of charge cycles, whichever occurs first o	Product value according to purchase price
less than 6 months / < 500 cycles	100 %
6–12 months / < 1000 cycles	80 %
12–24 months / 1500 cycles	60 %
24–36 months / 2000 cycles	40 %
36–60 months / 2500 cycles	20 %
60–120 months / < 3000 cycles	5 %
> 3000 cycles	0 % (no replacement)

- If the warranty claim is found to be unjustified, the Seller is entitled to demand the compensation of expenses connected to the determination of the defect and compensation for the transportation of the claimed goods back to the buyer.
18. **The seller is not responsible for any personal injury or damage to assets or goods, which are caused by unprofessional handling or misuse of the goods or negligence. The seller is also not responsible for the cases when the defect caused damage to defective goods or damage to goods intended and used mainly for business purposes.**
  19. In the event that the device to which any software license was bound contains a defect, the Seller is not liable for the loss of such a license.\*

**THESE WARRANTY RULES APPLY FROM APRIL 1<sup>ST</sup>, 2021 AND REPLACE THE PREVIOUS WARRANTY RULES.**

