Redisage Warranty

GENERAL TERMS AND CONDITIONS OF WARRANTY

NSG 4L Sp z o.o.

ul. Trzy Lipy 3B, 80-172 Gdańsk, Poland

These General Terms and Conditions of Warranty, hereinafter referred to as the GTCW, specify the rules for providing warranties for services, goods, and software supplied by NSG 4L Sp. z o.o., based in Gdańsk, covered by these GTCW.

I. General Provisions

1. The terms used in these General Terms and Conditions of Warranty (GTCW) shall be understood as follows:
   a. **Guarantor** (also referred to as the Seller) – NSG 4L Sp. z o.o., based in Gdańsk, ul. Trzy Lipy 3B, 80-172 Gdańsk, registered with the District Court of Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register, with a share capital of PLN 5,000, KRS: 0000826901, NIP: 8971875739.
   b. **Buyer** – an entrepreneur as defined by the Act of March 6, 2018, on Entrepreneurs' Law (consolidated text, Journal of Laws of 2024, item 236), purchasing goods or services for professional use directly from the Seller.
   c. Parties – The Guarantor (also referred to as the Seller) and the Buyer.
   d. **Goods/Products** – electronics/electrotechnical devices distributed or produced by the Seller and available on website www.redisage.com excluding batteries and accumulators.
   e. **Service** – a service performed according to the specification agreed upon with the Buyer or their order.

f. **Software** – any software, particularly internal software (firmware) of devices, frontend, backend, system software, Linux BSP (Board Support Package), any type of driver, and others, provided by the Seller in any form, including source code, compiled (binary) version, or any other form.

g. **System** – a multi-product communication or control system offered by the Seller as a complete commercial solution.

h. **Prototype** – a preliminary model, version, or template of a Product, Service, Software, or System, considered independently or in any combination, which is used for testing, evaluation, and improvement before the final implementation.

i. **Force Majeure** – any circumstances that could not be foreseen at the time the Buyer purchased goods or services from the Seller, nor can they be prevented, and over which neither Party has nor will have any control. These include, but are not limited to: acts of war, acts of terrorism, riots, strikes, lockouts, and other collective disputes, embargoes, natural disasters, catastrophes, fires, sabotage, breakdowns at the Seller’s facility, as well as any other fortuitous events resulting in a halt to the production process of goods or services, chemical or radioactive contamination or poisoning of persons, property, or movable goods, and breakdowns of transportation means used to transport the goods covered by the Buyer’s order; actions by government agencies related to import or export obligations, changes in applicable legal regulations, in whole or in part, prevent the fulfillment of the order.

j. **Business Days** – refer to weekdays from Monday to Friday, excluding public holidays.

2. These GTCW apply exclusively to goods and services introduced into circulation after May 15, 2022, and purchased in professional trade directly from the Seller, provided the Seller has declared the provision of a warranty under the conditions specified in the GTCW.
3. These GTCW do not apply to goods and services in non-standard versions, i.e., goods and services modified at the Customer's request.
4. The Guarantor allows the possibility of providing, at the Buyer's request, an extended warranty in relation to the one described in these GTCW, referred to as "non-standard warranty conditions." "Non-standard warranty conditions" are defined in a separate written agreement between the Guarantor and the Buyer. In the event of any discrepancies between the warranty terms arising from the GTCW and the "non-standard warranty conditions," the GTCW shall govern.
5. Except for the warranties specified in these GTCW, no other warranties are provided, including implied warranties, particularly warranties covering loss of profits, indirect costs arising from a defect in goods or services, reimbursement of costs related to the disassembly and reassembly of goods, claims under the statutory warranty, reimbursement of transportation, accommodation, and equipment rental costs for defect removal, repairs of defects caused by faulty assembly or incorrect use of goods or services, or installations in which the goods or services are a component, unless explicitly stated otherwise.

II. Warranty Conditions

1. The Guarantor guarantees that the goods and services are free from hidden manufacturing or material defects.
2. In the event that a hidden manufacturing or material defect is discovered in the goods or services, the Guarantor will, free of charge, repair or replace the goods or services in accordance with the terms set forth in these GTCW.
3. The warranty is valid from the time of purchase, understood as the date of the sales invoice for the goods or services, for the entire duration of the warranty period in accordance with these GTCW.
4. The Guarantor provides the warranty only to the Buyer.
5. The warranty provided covers only the removal of hidden manufacturing or material defects in the goods or services by repairing or replacing the goods, services, or their parts with new items that are free from defects.
6. The warranty does not cover damage to components resulting from normal wear and tear during use, such as, for example, loss of capacity in batteries and accumulators, which are strictly dependent on the operating conditions.
7. The provided warranty does not cover damage to the goods resulting from improper installation or use. It also does not cover damage caused by flooding, unforeseen events, unauthorized modifications to the goods or services, mechanical damage, or other incidents, including but not limited to force majeure events, which are beyond the Guarantor's control.
8. This warranty does not apply:
   a. to goods and services installed and/or operating in conditions that do not comply with those specified in the relevant documents, particularly in the specifications and/or instructions for the specific goods or services.
   b. goods and services that have been used after the defect was detected, including when the defect has been recorded by control and monitoring systems used to track the condition of the goods and services,to goods and services that have undergone software, mechanical, electrical, or chemical modifications not in accordance with the instructions, particularly when the goods have been exposed to extreme temperatures (outside the specified operating range), when electrical and electronic components have been exposed to liquids, or when the goods have been powered with a voltage different from the voltage specified in the relevant instructions attached to the goods
   c. to goods and services that have undergone software, mechanical, electrical, or chemical modifications not in accordance with the instructions, particularly when the goods have been exposed to extreme temperatures (outside the specified operating range), when electrical and electronic components have been exposed to liquids, or when the goods have been powered with a voltage different from the voltage specified in the relevant instructions attached to the goods,
   d. to goods that have been stored/kept in conditions that do not comply with the product’s storage or usage instructions and/or product catalog data,
   e. in cases where the goods or services cannot function properly due to external factors, unforeseen events, force majeure, improper use, or violation of applicable industry standards, including but not limited to electrical installation standards,
   f. In the event of force majeure, including, but not limited to, lightning strikes causing power surges, natural disasters, destabilization of the region, war, etc.

III. Complaint Procedure

1. In order to file a complaint, the Buyer:

   a. submits the complaint to the Guarantor via email at: serwis@nsg.company
   b. returns the goods covered by the warranty to the Guarantor's office at: Trzy Lipy 3B, 80-172 Gdańsk
   c. in the case of a service, the complaint must clearly describe the reason for the complaint,
   d. the cost of returning the goods to the Seller is covered by the Buyer.
2. The complaint must be submitted within 30 days from the discovery of the defect. To meet the deadline, both the conditions outlined in point 1.a. and the date of receipt of the returned goods or service by the Guarantor are important.
3. During the complaint procedure, the Buyer is obligated to provide complete information regarding the goods or service, including, in particular, details of the installation site of the goods and their usage. Upon the Guarantor's request, the Buyer shall provide records regarding the operation of the goods or services and grant access to the place where the goods or services are being used. Upon the Guarantor's request, the user of the complained goods or services will ensure that the Guarantor's representative or other persons authorized by the Guarantor are allowed access to the goods or services as needed for the particular situation. Furthermore, if necessary, the user of the complained goods or services will ensure that required tests are carried out.
4. If the complaint is properly filed, the Guarantor will inform the Buyer of the outcome of the complaint within 30 days from the date the complaint was received, via email to the address from which the "Complaint Submission Form" was sent. The complaint resolution period may be extended for justified reasons, and the Guarantor will notify the Buyer of the new deadline in the manner indicated above, no later than 30 days from the date of receipt of the complaint.
5. In the event that the Guarantor deems the claim to be unjustified, the goods will be returned to the Buyer at the address from which the goods were sent to the Guarantor or to the Buyer's address. All costs incurred by the Guarantor in connection with the complaint procedure will be covered by the Buyer. Specifically, the Buyer covers the return and delivery shipping costs and any costs associated with the need to inspect the site where the goods or services are used (such as travel expenses, accommodation, or other justified costs incurred by the Guarantor in examining the complaint). In the case of an unjustified claim, the submission and consideration of the complaint do not affect on the warranty period.
6. If the Guarantor confirms that the goods or services meet the conditions of the warranty, the Guarantor, at their discretion, will repair or replace the goods or service, or part thereof, with a new, defect-free item. The repair or replacement of the goods or service, or any part thereof, does not, in any case, include the costs of any activities directly or indirectly related to the assembly, disassembly, and/or reassembly of the goods, particularly labor costs. Such activities may be carried out by the Seller for a fee, based on a separate service order.

7. Upon the conclusion of the complaint procedure, if the Guarantor has made a substantial repair or replacement of the goods or service, or part thereof, the warranty period will restart from the date of completion of the substantial repair or replacement with a new, defect-free item. In the case of a minor repair, the warranty period is extended from the date of receipt of the justified complaint until the repair of the goods or service, or part thereof. The delivery of goods and services to the Buyer after the complaint has been reviewed is carried out at the Seller's expense if the delivery address is in Poland or at the Buyer's expense if the delivery address is outside Poland. The delivery takes place on a mutually agreed date. Upon replacement of the goods or service with a new one, the replaced goods or service, at the Guarantor’s discretion, become the property of the Guarantor or remain at the Buyer's disposal.
8. In the event that the Guarantor decides to replace the goods or service, or part thereof, with a new, defect-free item but is unable to carry out this replacement due to unavailability of the goods, service, or parts, the Guarantor may, at its discretion, fulfil the warranty claim by refunding the Buyer the nominal value of the price paid for the goods or service at the time of purchase or by replacing the goods or service with a new, similar item that differs slightly in aesthetic or functional aspects. In the case of a refund of the nominal value, clause 7, sentence one above, does not apply.
9. The administrator of personal data provided during the complaint handling process is NSG 4L Sp. z o.o., located at Trzy Lipy 3B, 80-172 Gdańsk. For matters related to personal data processing, please contact us at gdpr@nsg.company. Personal data is processed for the purpose of complaint handling. Providing data is voluntary but necessary to achieve this purpose. Data is processed in accordance with Article 6(1)(f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals about the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation). Data will be processed for the time necessary to handle the complaint and for the statute of limitations for claims arising from the warranty. No automated decisions will be made based on the collected personal data. Personal data may be shared with: the administrator's employees, collaborators, IT tool and system providers, IT support entities, postal and courier operators, payment system operators, including banks, entities specializing in data destruction, certification bodies, auditing entities, consulting services, and legal support. Personal data will not be transferred to a third country or an international organization. Individuals providing data have the right to: request access to their personal data, rectification, deletion or restriction of processing, the right to object to processing, the right to data portability, and the right to lodge a complaint with the President of the Personal Data Protection Office.
10. If, during the course of cooperation between the Parties, it becomes necessary to delegate the processing of personal data, the Parties agree to enter into a separate agreement for this purpose.

IV. Warranty Period

1. The Guarantor provides the Buyer with a warranty for services and goods, for the periods specified in the following points:
   a. The warranty period for Goods is 36 months.
   b. The warranty period for Services is 6 months.

2. The Guarantor doesn’t provide the Buyer with a warranty for prototypes.
3. The statutory warranty for defects is excluded.
4. In connection with the warranty provided on services and goods, the Parties hereby exclude the application of statutory provisions related to liability for defects (exclude statutory liability for defects). This exclusion does not affect the rights of entrepreneurs acting as consumers (persons referred to in Article 7aa of the Act of 30 May 2014 on Consumer Rights and Articles 556(4) and 556(5) of the Civil Code in Polish law) as provided by applicable law.
5. When purchasing a System, each product included in the System is subject to the warranty periods indicated in point 1 above. The Guarantor does not provide a warranty for systems as a whole. Notwithstanding the above, the Guarantor may provide the Buyer with a warranty for the System through an individual agreement between the Parties.
6. This GENERAL TERMS AND CONDITIONS OF WARRANTY shall be governed by the laws of the Republic of Poland.
7. Any disputes arising from or in connection with this GENERAL TERMS AND CONDITIONS OF WARRANTY shall be subject to the exclusive jurisdiction of the courts located in Gdańsk, Poland.



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