



# WARRANTY CARD

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## **1. PRELIMINARY PROVISIONS.**

**1.1** When in the warranty terms it is used the word „manufacturer“, it should be understood as the machine production plant within the Unia Group. When in the warranty terms it is used the word „warranty“, it should be understood the terms of this warranty provided by Manufacturer.

**1.2** Retail customer is obliged in the first instance submit the claims in respect of the warranty to the Manufacturer's dealer, from whom the claimed machine was purchased. In the case when claims are submitted directly to the manufacturer, it reserves the right to submit warranty documentation to the dealer in order to process the claim.

**1.3** The manufacturer will accept complaints made directly to it only in special cases, such as dealer's bankruptcy, liquidation or cessation of business by the dealer.

**1.4** The condition for the investigation of any claims under the warranty is owning the valid warranty card by the retail customer. Claimed equipment must have an original and undamaged ID plate.

## **2. A STATEMENT ABOUT THE LIMITED NATURE OF WARRANTY.**

**2.1** The manufacturer offers a limited warranty on every new product, certifying that it is free from defects in material, labor, and design.

**2.2** The warranty is applicable only for the expected, normal period of use of a spare part or the machine, which does not exceed 12 months from the date of part or machine sale to the first retail customer.

**2.3** In some cases, the manufacturer may extend the duration of the warranty for subsequent 12 months. Manufacturer will inform of the terms of the extended warranty in a separate document.

**2.4** The date of the invoice for retail customer sets the start of warranty period. In case of doubt as to the date of the initial run of warranty, Manufacturer may request the dealer to show part or machine retail customer sales invoice. Refusal to present the invoice excludes the liability of the Manufacturer.

**2.5** Spare parts and original components, which are used for guarantee repairs are warranted for 90 days from the date of their dispatch or for the remaining original warranty period of part or machine, depending which period is longer. In case of parts used for warranty repair, which have not been obtained from Manufacturer of spare parts or components, the manufacturer may refuse to continue the warranty or shorten the period of its duration.

**2.6** The warranty will not in any event last longer than 24 months from the date of sale of the goods to the dealer, taking into account the special conditions of sale, which are referred to in Article 2.3, however no longer than 36 months.

**2.7** Where the products are to be used in special conditions, The Producer will be entitled to limit the scope of the warranty to the maximum number of hectares or bales or to the warranty period, depending on what the case is concerning.

**2.8** A complaint is only valid if it is filled correctly and submitted the form of warranty repair declaration, in accordance with the model set out in the warranty card.

**2.9** The manufacturer will not be liable for any defects resulting from normal wear and tear, intentional damage, accident, negligence, abnormal working conditions, non-compliance with the operating instructions of the device or its misuse, lack of maintenance, transport of the equipment, or changes or repairs of the products without the approval of the manufacturer. Warranty does not apply to parts that are subject to normal wear.

**2.10** At the time when it is necessary to transport the machine to Manufacturer's facility for its repair or examination, the manufacturer will pay the transportation costs of the machine from the dealer to the facility of manufacturer, however, the transport costs between the retail customer, and the dealer will be borne by the dealer.

**2.11** The sole responsibility of the manufacturer in the case of a complaint on the basis of the warranty will apply to replacement or repair of defective parts.

**2.12** The warranty does not constitute grounds for the manufacturer's liability for damages or injuries of any kind or nature incurred by a person or estate. The warranty does not extend to loss of harvest and any loss caused by the delay in the harvesting, or for any expense or loss suffered on labor, by replacing the machines or by their rent or other direct or indirect losses.

**2.13** The above regulations cover all the responsibility of the manufacturer for each type of warranty obligations related to the produced machines. The manufacturer does not accept liability for any damage arising in the course of warranty realization or use of the machine, which are not listed in these terms and conditions. The manufacturer declares that makes no warranty, which are not based on the following conditions, expressed or implied, and, in particular, the Manufacturer makes no implied warranty or warranty of merchantability of the machine, or warranties its fitness for a particular purpose.

**2.14** The manufacturer reserves right to introduce improvements in the project or introduce changes to the specifications of the devices at any time with no additional obligations to owners of the previously sold machines.

**2.15** The manufacturer does not take any responsibility for changes, Modifications, or extension of this warranty, nor its exclusions, restrictions or reservations, performed by a third party. These changes are ineffective to the manufacturer and may result in the denial of liability acceptance, which should be resulting from the manufacturer's warranty.

**2.16** In justified cases, the Manufacturer may extend the duration of the warranty i.a. in order to verify the correctness and effectiveness of the performed repair.

**2.17** The manufacturer reserves the right to modify the decision as for the recognition of the warranty in the case of a negative nature of verification or the existence of a defect in the course of the inspection, after sending the equipment or its parts to the manufacturer. If a new part was issued or fixed an old one, and by means of verification of a defect by the manufacturer, the equipment or part of it would be found without defects, the manufacturer has the right to issue the dealer an invoice for new part or for repair expense.

### **3. WARRANTY PROCEDURE.**

**3.1** Warranty claims procedure in the case of defects claimed by the dealer.

**3.1.1** Within 14 days from the sale date of equipment to a retail customer the dealer is obliged to register warranty by sending the appropriate form of Manufacturer's warranty registration annexed to these terms of the warranty. Failure to comply with this deadline will result in the rejection of subsequent claims complaints.

**3.1.2** In the case of machines, which are subject to start, sending a properly completed registration form is equivalent to running the machine at an individual customer's site and it entitles the dealer for settlement of services according to fixed rates. In this case, the 14-day deadline should be extended until the actual start of the machine.

**3.1.3** The Dealer is obliged to inform the manufacturer in writing about any warranty claims within 30 days from the date of notification about defect occurrence. This information will be communicated by sending a correctly filled request form for warranty repair to the manufacturer. Failure to comply with this deadline will result in rejection of the warranty claim.

**3.1.4** Manufacturer responds immediately in writing, but not later than within 30 days from the receipt date of dealer's notification.

**3.1.5** In the case, when the warranty claim is accepted, the manufacturer decides how the claim will be processed by sending a crew at its own expense, to the implementation of the tasks in the proper place or send the part to a dealer to repair the machine by dealer's service. Immediately after the acceptance of claims under the warranty but not later than within 30 days from the submission date of notification to dealer, the manufacturer or dealer, pursuant to the preceding sentence, will satisfy the warranty obligation.

**3.1.6** The above time limits may be extended by the time of obtaining expert reports from the parts manufacturer as to the existence of the defect and the cause of its occurrence. If the complaint concerns to the part of machine, which is not produced by the manufacturer, And in connection with a reported defect the doubts arose as to its nature. If the parts manufacturer of refuses acceptance of its liability for parts defects, the manufacturer reserves the right to reject compensation claims under the warranty.

**3.1.7** The above time limits may be also extended, if the repair is associated with the construction change.

**3.1.8** The above time limits may be also extended if the repair is carried out at the premises of the manufacturer.

**3.1.9** The Dealer will be notified about rejection of the claim in writing stating the reasons for refusal. The dealer has the right to appeal on this claim within 30 days from the notification about rejection of complaint. If the appeal is not submitted within 30 days, the complaint procedure will be considered as completed.

**3.1.10** The dealer will receive parts, which have been granted to complete the service order. The dealer will return the defective parts within 10 working days from the date of their receipt for replacement with a copy of complaint.

**3.1.11** In the case, when the parts would not be supplied on the above deadline, Producer will be entitled to issue an invoice for the value of prices equal to a value of a new prices being equivalent of those, that have not been delivered.

**3.1.12** There is a possibility to realize the claim by using the parts, that are owned by dealer. Reimbursement for the parts, which would be used to repair under the warranty, will be accepted only after sending the defective part, and when these parts have been acquired from the manufacturer.

**3.2** Warranty claim procedure in the case, when defects are reported by an owner (Customer / retail customer).

**3.2.1** Retail customer is obliged to inform in writing the manufacturer or dealer, according to paragraph 1.2 and 1.3 of these terms, about any warranty claims within 30 days from the date of defect occurrence. This information should be submitted by sending the correctly filled form of warranty repair notification. Failure to comply with this deadline will result in rejection of the warranty claim.

**3.2.2** Points 3.1.4 -3.1.12 of these terms are respectively applied.

### **4. SETTLEMENT FOR THE WARRANTY REPAIR.**

**4.1** In the case, when the parts are granted from the manufacturer, the Dealer will be responsible for the implementation of the rights resulting from warranty claims reported by a retail customer. Which can be made at the dealer's facility or retail customer, dealer will receive a reimbursement from the manufacturer for these works at the rates agreed between the manufacturer and the dealer in accordance with the applicable contract for dealership or partnership.

### **5. FINAL PROVISIONS.**

**5.1** The Dealer does not have the right or empowerment to take over of any obligation or to undertake any legal actions on behalf of the manufacturer, In addition to matters arising out of these terms or those, which would be arising from a separate agreement between the manufacturer and dealer.

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