

§ 1 DEFINITIONS

1. Whenever these Warranty Terms would include the phrase:

a) **Avrii**, this is meant to indicate the guarantor, e. g. the company Avrii spółka z ograniczoną odpowiedzialnością, in Tarnów 33-102, Poland, address Mroźna 8, entered into the Polish National Court Register kept by the District Court of Kraków-Śródmieście in Kraków, 12th Commercial Department of the Polish National Court Register, under KRS no. 0000783431, NIP (tax id.) no.: 993-067-20-75, REGON (stat.) no.: 383167000;

b) **Warranty**, this is meant to indicate the limited warranty provided by Avrii for the benefit of the Qualified Specialist, covering the individual Carport Structural Components in such a way that under conditions of normal use, operation, service and installation these components shall be free of flaws in materials and workmanship;

c) **Installer**, this is meant to indicate the entrepreneur as understood by art. 43(1) of the Polish civil code, who within the scope of their business is entitled to provide installation services alongside the sale of Carports and Carport Structural Components. The Qualified Specialist is meant to indicate a person holding a valid certificate entitling them to deal in the operation of equipment, systems and networks, or a valid certificate confirming qualifications to install renewable energy sources (art. 136 and art. 145 of the Polish act on renewable energy sources) or a construction licence in the speciality of installations covering electrical and electric energy networks, systems and equipment in the scope of management of construction works;

d) **Carport Structural Components**, this is meant to indicate the following load-bearing components: structural leg, A and B steel profiles and stainless steel profiles that do not constitute components of the PV and electric system; the Warranty Period for the Carport Structural Components is ten years;

e) **Other Carport Components**, this is meant to indicate the screws and other joining components, grips, seals, caps provided together with the Carport set, as well as the paint coats applied on the surfaces of the Carport Structural Components. The Warranty Period for the Other Carport Components is two years;

f) **Warranty Period**, this is meant to indicate the period of, as applicable, two or ten years, counted from the date of sale of the Carport Structural Components by Avrii Sp. z o.o.

g) **Fault**, this is meant to indicate a physical flaw, visible to the naked eye, which emerged at the stage of component production, applies to material or workmanship quality or the corrosion protection coat (zinc and powder coat), and is not the effect of transport, storage, installation, usage, servicing and removal;

h) **Entitled Person**, this is meant to indicate any relevant owner of Carport Structural Components holding a confirmation of sale.



§ 2 CLAIMING OF WARRANTY RIGHTS

1. The Entitled Person may effectively claim the rights stemming from these Warranty Conditions by submitting a complaint to Avrii within fourteen days of the day of discovery of the Fault.
2. The submission may take place in the following forms:
 - a) a written registered letter sent to the address: Avrii Sp. z o.o., Mroźna 8, 33-102 Tarnów, Poland,
 - b) by e-mail, to the address: info@avrii.eu,
3. The complaint submission must include:
 - a) an indication of the identification data of the Entitled Person, including contact data related to the complaint;
 - b) an indication of data allowing the identification of the component complained about (component name and type);
 - c) a detailed description of the Fault incl. the mode and date of its discovery.
4. In addition, it is required by the Entitled Person making the warranty submission to provide, along with the submission made as indicated under section 2, at least:
 - a) a copy of the authorisation of the installation specialist.
 - b) a copy of the document confirming the purchase of the component.
 - c) photographic documentation.
5. The transfer of these documents is a necessary condition for Avrii to initiate the complaint procedure.
6. Avrii reserves expressly that complaints will not be processed if submitted following the expiry of the Warranty Period. In addition, an incomplete complaints submission entitles Avrii to forgo the implementation of the warranty services until the moment of submission of a complaint compliant with the above-indicated provisions.
7. Avrii reserves the right to conduct an inspection of the component being the object of the complaint following the complaint submission and before processing the complaint claim. The inspection shall be documented by a complaints inspection protocol.
8. Any correctly submitted complaint shall be processed by Avrii within thirty business days from the day of its submission, whereby the Entitled Person shall immediately be notified about the mode of processing of the complaint as selected by Avrii.
9. It is the duty of the Entitled Person to store the component being the object of the complaint in a manner preventing further damage or the emergence of further Faults, until the conclusion of complaint processing.



§ 3 ACKNOWLEDGEMENT OF THE COMPLAINT

1. Should Avrii acknowledge the complaint, they oblige themselves to implement the warranty service pursuant to these Warranty Terms within a period not exceeding sixty business days from the date of final complaint process conclusion, and in case of delivery of the component subject to the complaint to the location indicated by Avrii – from the day of delivery of the component to that location.
2. Should Avrii acknowledge the complaint, they shall bear the necessary cost related to the delivery of the component to the Entitled Person.
3. The deadline indicated under section 1 may be extended in case of emergence of events independent of Avrii, e. g. delays in production, necessity of execution of activities on off days, of which Avrii will inform the Entitled Person.
4. In case of acknowledgement of the Warranty Complaint, Avrii shall, at its own choice:
 - a) repair the component, bringing it to a Fault-free state;
 - b) replace the component with one that is free of Faults;
5. It is expressly indicated that a replacement of the component may entail the delivery of a component that is different from the component complained about in terms of metal sheet thickness, tone and colour of the corrosion protection coat, and should Avrii have ceased production of the component type complained about, they are entitled to deliver a different component type (different in terms of size, colour, shape, mode of fixing).
6. A complaint process carried out in line with the conditions named above constitutes the entirety of claims of the Entitled Person they are entitled to against Avrii within the scope of these Warranty Terms, and does not cause an extension of the original scope of the warranty terms, nor denotes the entry into force of new warranty conditions, including in particular does not result in an extension of the original warranty term.
7. A replacement of the entirety or a part of the component set complained about equals the takeover of ownership of the set or part complained about by Avrii.
8. Avrii reserves that if during the inspection of the component complained about or during the performance of the warranty services – should the inspection not be carried out, should it come to light that the complaint is unfounded due to lack of Fault of the component or due to the emergence of a Fault under conditions excluding the present warranty, Avrii shall be entitled to claim the borne costs of the complaint proceedings and of the inspection against the Entitled Person. The present provision does not apply to Entitled Persons being consumers per art. 221 of the Polish civil code.



§ 4 AVRii SCOPE OF LIABILITY

1. Avrii liability within the scope of these Warranty Terms is limited to the amount equal to the price paid by the Entitled Person for the component pursuant to the value indicated on the sale document.
2. On the basis of the present Warranty Terms, Avrii is not obliged to cover any damages of the Entitled Person or third parties (direct or indirect ones, both with respect to health as well as assets, with particular focus on damage or loss of other equipment), resulting from any causes related to the component complained about or its operation.
3. Should newer versions of the Components enter the market, Avrii is not entitled to modify or upgrade the components covered by the Warranty.
4. Reserving circumstances expressly indicated in these Warranty Terms, Avrii liability does not cover damage compensation liability, including in particular possible loss of revenue related to the components, loss of usability or fitness for a particular purpose, damage to assets or damage/wounds of the body as well as other losses, as well as any profits lost by the Entitled Person, irrespective of the type of claim, even if Avrii is notified of the possibility of emergence of such damages.
5. It is expressly reserved that in relation to the emergence of a case of force majeure and the resulting delays or lack of execution of any condition pursuant to these Warranty Terms, in particular due to natural phenomena (e. g. fires, floods, weather conditions), wars or military actions similar to wars, epidemics, unrest, strikes, lack of availability of components on the market or in case of any other circumstances and causes outside of the control of Avrii, Avrii is not liable with respect to the Entitled Person or any third party.
6. It is expressly reserved that the present Warranty Terms do not cover own expenses borne by the Entitled Person in connection to the complaint submitted on their basis, including costs related to deassembly or reassembly.
7. The repair or replacement and the delivery of additional components does not give rise to any further Warranty Period, and the original conditions from these Warranty Terms are not extended.

§ 5 EXCLUSION OF RIGHTS

1. Rights stemming from the present Warranty Terms do not apply if the damage, lack of utilisation, properties or any other specific property according to the foreseen purpose would emerge as a result of the following:
 - a) actions of external mechanical or chemical factors, or as a result of exposure to the action of an aggressive substance as understood by PN-EN ISO 12944-2, with corrosion classes C5 and above;
 - b) random accidents, including e. g. natural disasters (e. g. fires, floods), atmospheric discharges, winds, overcurrent in the distribution grid or grid of the Entitled Person and damage done by animals;
 - b) transport, storage, usage or deassembly of components contrary to the provisions of relevant manuals, rules or the foreseen purpose;



- c) installation, usage or maintenance of components contrary to recommendations or contrary to e. g. recommendations from relevant manuals, including damage arising due to other components of the system of the Entitled Person or another device in their possession, and in cases of usage of components with faulty devices;
- d) damage, even if accidental, caused by the Entitled Person or third parties, in particular during transport and assembly;
- e) change of location, where the components were originally installed;
- f) normal wear or faults or defects that have no negative impact on the operation of the component or component set;
- g) repairs or any modifications implemented by the Entitled Person or by persons without relevant permits or licences of Avrii, failure to adhere to Avrii requirements concerning components;
- h) failure to observe valid legal provisions.

2. The Guarantor excludes statutory warranty liability against customers who are not consumers.

3. The limitation of warranty liability as described in the present Warranty Terms expressly replaces and excludes all other express or implied warranties, including, among others, guarantee of merchantability or fitness for a particular purpose, usage or application, as well as any other obligations of Avrii, unless those obligations or duties are expressly agreed in writing, signed and approved by Avrii.

§ 6 MISCELLANEOUS PROVISIONS

1. The validity of the present Warranty Terms is limited to the territory of the European Union, Great Britain and Norway, and its validity is dependent on the placement at the original place of installation with the Entitled Person.

2. Rights from the present Warranty Terms are void in case of transfer, reinstallation or removal from the original location to another location without the written consent of Avrii.

3. The present Warranty Terms do not constitute insurance as described in art. 15 and following of the Polish act of September 11th, 2015, on insurance business and reinsurance and art. 805 and subsequent of the Polish act of April 23rd, 1964, the Polish civil code.

4. Should any part of any provision or clause in the present Warranty Terms would not refer to any person or circumstance or be unenforceable or inapplicable, it shall be considered void, and this bears no influence on all remaining other parts, provisions, clauses or applications of the present Warranty Terms.

5. In case of differences they shall be resolved prioritising provisions in Polish, with other language versions serving as references only.



6. Issues not governed by the present Terms are covered by relevant provisions of Polish law, including those of the civil code.
7. Any changes to the present Warranty Terms require written form under pain of nullity.
8. The court of law for the resolution of disputes arising from the present Warranty Terms shall be the court of jurisdiction for the seat of Avrii.

Version 1.0 – July 4, 2023

