GUARANTEE TERMS AND CONDITIONS FOR PRODUCTS OF MK SP. Z O.O.

Art. 1. GENERAL PROVISIONS

1. The Guarantor is the company "MK" Sp. z o.o. with its seat in Kadłubia, ul. Kominowa 5, 68-200 Żary, entered into the register of entrepreneurs of the National Court Register by the District Court in ZielonaGóra, 8th Commercial Division of the National Court Register under the number KRS: 0000234627. **All guarantee claims shall be addressed to the sales point where the goods were purchased.** The sales point shall send a full documentation to the Guarantor's address indicated above.

2. The guarantee covers the goods produced by the Guarantor, listed in the sales document, hereinafter referred to as the "Guarantor's Goods".

3. These Guarantee Terms and Conditions shall apply exclusively to buyers being entrepreneurs, hereinafter referred to as the "Buyers".

4. Under the guarantee issued to the Buyer the Guarantor represents and warrants that the Guarantor's Goods:
   (a) have been produced in compliance with the European technical standards and the applicable provisions of the construction law;
   (b) are made of such materials, for which the Guarantor holds appropriate certificates and approvals;
   (c) are free from physical defects that may have occurred during the production process or as a result of their wear and tear faster than provided for by the guarantee period, which may prevent or hamper their proper functioning;
   (d) are fit for their intended purpose.

5. If the Guarantor's Goods have been produced on the basis of constructional data, drawings, models or other technical data provided by the Buyer, then the guarantee issued by the Guarantor shall cover only the assurance that the Guarantor's Goods are free from physical defects resulting from non-compliance of manufacture of the Guarantor's Goods with the data provided by the Buyer.

6. A "Defect" shall mean a condition of the Guarantor's Goods non-compliant with the Guarantor's representations and warranties listed in Article 1 clause 3 or 4 of these Guarantee Terms and Conditions, unless any of the circumstances have occurred listed in Article 5 of these Guarantee Terms and Conditions.

7. The Buyer is obliged to observe the installation instructions provided in the specification of the Guarantor's Goods available at the website www.mkzary.pl and in the Technical Catalogue. Moreover, the Buyer shall provide regular maintenance of the Guarantor's Goods according to the applicable provisions and rules of professional practice.

Art. 2. GUARANTEE PERIODS

1. The guarantee period shall be as follows:

   a. 30 years for steel elements of chimney systems:
   - **MKS Premium** for fuels - gas, oil, wood and pellets being only wood derivatives, provided that the work does not entail condenser's condensation ("dry running")
   - **MKKS Premium** for fuels - gas, oil
   - **MKD Premium** for fuels - gas, oil and wood, pellets being only wood derivatives, provided that the work does not entail condenser's condensation ("dry running")
   - **MKKD Premium** for fuels - gas, oil
   - **MKS Standard** for fuels - gas, oil, wood and pellets being only wood derivatives, provided that the work does not entail condenser's condensation ("dry running")
   - **MKKS Standard** for fuels - gas, oil,
   - **MKD Standard** for fuels - gas, oil, wood and pellets being only wood derivatives, provided that the work does not entail condenser's condensation ("dry running")
   - **MKS Select** for fuels - gas, oil, wood and pellets
   - **MKD Select** for fuels - gas, oil, wood and pellets
   - **MKKD Standard** for fuels - gas, oil
   - **MKPS Premium** for fuels - gas, oil
   - **MKPS Premium Invest** for fuels - gas, oil
   - **ZEN** for fuels - gas, oil and wood, pellets being only wood derivatives, provided that the work does not entail condenser's condensation ("dry running")
   - **MKS Power** for fuels - gas, oil
   - **MKD Power** for fuels - gas, oil
   - **MK Trio** for fuels - wood and pellets
   - **GASFIRE** for gas-fired stoves

b. 15 years for steel elements of chimney systems

- **Pegasus PP** for fuels - gas, oil
- **Pegasus PP Flex** for fuels - gas, oil
- **Pegasus PP PS** for fuels - gas, oil

c. 10 years for steel elements of chimney systems

- **MK Trio** for fuels - wood and pellets

d. 5 years for steel elements of chimney systems

- **Accessories for chimney systems** constituting their part, such as brackets, clamping rings, endings, etc. marked in catalogues and price lists and the group: “universal accessories”
- **MK Flex** for fuels – gas, oil
- **MK Flex x2** for flues – gas, oil
- **MK Flex x2** for flues – wood, provided that the work does not entail condenser’s condensation (“dry running”)
- **MKSZ Premium** for solid fuels – hard coal, briquettes, provided that the work does not entail condenser’s condensation (“dry running”)
- **MKSZI Invest and Invest Oval** for solid fuels – hard coal, briquettes, provided that the work does not entail condenser’s condensation (“dry running”)
- **MKDZ Premium** for solid fuels – hard coal, briquettes, provided that the work does not entail condenser’s condensation (“dry running”)
- **30MKDZ Premium** for solid fuels – hard coal, briquettes, provided that the work does not entail condenser’s condensation (“dry running”)
- **MKDT for power generators** for fuels – gas, oil, provided that the work does not entail condenser’s condensation (“dry running”)
- **MKS Power** for fuels - wood and pellets being only wood derivatives, provided that the work does not entail condenser’s condensation (“dry running”)
- **MKD Power** for fuels - wood and pellets being only wood derivatives, provided that the work does not entail condenser’s condensation (“dry running”)

e. 2 years for elements of chimney systems subject to wear and tear during the normal operation of the system, such as:

- **Gaskets for the MKKS, MKKD, MKPS systems** – under the condition of min 3° slope in horizontal installation
- **Seals** of plastics, silicones and elements of a bearing system
- **Neutralizers (the guarantee shall not apply to inserts in neutralizers)**
- **MK NERO** system for solid fuels – wood, pellets being only wood derivatives, hard coal, provided that the work does not entail condenser’s condensation (“dry running”)
- **MKD Power** for fuels - wood and pellets being only wood derivatives, provided that the work does not entail condenser’s condensation (“dry running”)
- **MKD AIR** for ventilation
- **MK FLEX-ALU** for ventilation
- **Silencers**
- **Chimney pots**

2. The guarantee period shall start from the date when the Guarantor’s Goods have been purchased by the Buyer. The purchase date is the sales date indicated on the bill documenting the sale of the Guarantor’s Goods and the date indicated on the guarantee card (if issued). In case of any discrepancies between dates in the above-mentioned documents, the earlier date shall be regarded as the purchase date.

3. In extraordinary justified circumstances the Guarantor may – at its discretion – remove the Defects under these Guarantee Terms and Conditions also after the lapse of the guarantee period or when the Buyer has lost the guarantee rights. A final decision regarding such a repair shall be taken by the Guarantor after a thorough analysis of the case. The Guarantor’s behaviour arising from the preceding sentences shall not be construed as the Guarantor’s obligation towards the Buyer and shall not give rise to any claim of the Buyer towards the Guarantor.

4. The periods for removal of Defects by the Guarantor referred to in these Guarantee Terms and Conditions shall not extend the guarantee periods.

5. The guarantee period shall be extended only by the time when the Buyer was not able to use the Guarantor’s Goods due to the exclusive fault of the Guarantor.

Art. 3. EXERCISE OF GUARANTEE RIGHTS

1. Should any Defect in the Guarantor's Good occurs, the guarantee rights cover two manners of removing such a Defect:
   (a) repair of the Guarantor's Goods or their part;
   (b) replacement of the Guarantor's Goods or their part with new ones.

2. A manner of removing a Default shall be chosen by the Guarantor.

3. The Buyer is obliged to report a Defect in the Guarantor's Goods in writing (a complaint) immediately, but not later than within 7 days after the date of finding the Defect. After the lapse of the aforesaid period the Buyer shall loose the guarantee rights provided for in these Guarantee Terms and Conditions. In case of finding a Defect, the Buyer shall refrain from using the Guarantor's Goods covered by the complaint until the Guarantor provides a written information and shall undertake any protective measures with the aim to eliminate or reduce the risk of damages that may occur as a result of Defects, save that the protective measures applied by the Buyer shall not infringe these Guarantee Terms and Conditions. The Buyer shall not dismantle the Guarantor's Goods unless they pose a threat to health or life of the Buyer and third parties or to the property of the Buyer and third parties, the Buyer has obtain the Guarantor's consent for dismantling the Guarantor's Goods or the Guarantor's Goods have not yet been installed.

4. A complaint shall be reported according to the following procedure:
   (a) The Buyer shall present, at the sales point when the Guarantor's Goods were purchased, the legibly and properly filled original of the Guarantee Card (if issued), including the signature and stamp of the Seller, as well as the signature of the Buyer or on the website www.mkzary.pl in the "Complaints" tab. Moreover, the Buyer shall present the original or a copy of the purchase receipt; if the Seller or the Guarantor has any doubts regarding the authenticity of the copy of the purchase receipt, the Buyer shall present the original of such a document;
   (b) to the above-mentioned documents the Buyer shall attach a short description including a list of the Guarantor's Goods covered by a complaint, date of finding a Defect and circumstances of its occurrence;
   (c) if possible, the Buyer shall attach to the above-mentioned documents a photographic documentation;
   (d) at the Guarantor's request, the Buyer shall present the proofs of the Guarantor's Goods maintenance services provided (if maintenance is required by law for such type of goods).

5. The Guarantor shall respond in writing within 14days of the date the Buyer submits all the necessary documents referred to in Article 3 clause 4 of these Guarantee Terms and Conditions. In this response the Guarantor shall notify the Buyer that the claim raised in the complaint has been accepted or rejected. The Guarantor may, within the time limit indicated above, inspect or examine the Guarantor's Goods or request the Buyer to present the Guarantor's Goods covered by the complaint, and the Buyer shall make the Goods available otherwise the complaint shall be rejected.

6. If the Guarantor accepts the guarantee claim, the Guarantor shall remove the Defects found in the Guarantor's Goods covered by the complaint within 21 days of the date the Buyer submits all the necessary documents referred to in Article 3 clause 4 of these Guarantee Terms and Conditions. The above provision shall be applied, respectively, in the case of partial acceptance of the guarantee claim by the Buyer.

7. If the Guarantor rejects the guarantee claim and the Buyer does not accept a result of the claim consideration, the Guarantor may call in an expert who shall make another evaluation. The results of this evaluation shall be binding for the Guarantor and the Buyer. If the results of the expert's evaluation reveal such circumstances that constitute the ground for rejecting the complaint, the Buyer may be charged for the costs of the above-mentioned evaluation.

Art. 4. COSTS OF EXERCISING GUARANTEE RIGHTS

Once the Buyer fulfils the requirements laid down in these Guarantee Terms and Conditions and the Guarantor accepts the complaint, the Guarantor shall cover the costs of removing the reported defect to the extent deemed reasonable by the Guarantor.

Article 5. EXCLUSIONS AND RESERVATIONS

1. The Guarantee shall not cover, in particular:
   (a) any damage that may arise as a result of improper storage of the Guarantor's Goods, fortuitous events and other circumstances beyond the Guarantor's control, such as force majeure, as well as improper storage of the Guarantor's Goods by the Seller or the Buyer;
   (b) changes in the condition or performance of individual Goods of the Guarantor caused by climatic factors, including atmospheric discharges or the negative effects of a salty coastal environment;
   (c) wear and tear of the Guarantor's Goods as a result of their normal or extraordinary use of these goods by the Buyer;
   (d) improper capacity of the Guarantor's Goods being a consequence of improper installation or set up of the purchased equipment
   (e) improper adaptation or design of the chimney system to the appliance, i.e. failure to meet the requirements of DIN EN 13384-1+A1:2019-07 ("Chimneys – Thermal and fluid dynamic calculation methods – Part 1: Chimneys serving one heating appliance") in the case of a single-appliance installation, or the requirements of DIN EN 13384-2+A1:2019-07 ("Chimneys – Thermal and fluid dynamic calculation methods – Part 2: Chimneys serving multiple heating appliances") in the case of a multi-appliance installation.

2. The Buyer shall loose the guarantee rights, if:
   (a) the Guarantor's Goods have been installed improperly, especially inconsistently with the installation manual available on the website www.mkzary.pl and the provisions of the construction law;
   (b) the Guarantor's Goods have been dismantled, altered or repaired without the Guarantor's written authorisation;
   (c) the Guarantor's Goods have been linked with such elements that due to their properties, intended use or specification (including parameters) cause damage, faster wear and tear of the Guarantor's Goods or undermine their capacity;
   (d) the Guarantor's Goods were used contrary to their intended use or the provisions of the Construction Law;
   (e) the Guarantor's Goods were not regularly maintained (if such maintenance is required by law);
   (f) the principles of using the purchased Guarantor's Goods set out in the specification of the Guarantor's Goods available at the website www.mkzary.pl as well as in the catalogue and price lists of products offered by the Guarantor were not observed;
   (g) the Buyer is not able to document its claims towards the Guarantor (because of a missing guarantee card, if issued, or a purchase receipt).

3. Guarantor's liability:
   (a) shall be limited to repair or replacement of the Guarantor's Goods pursuant to Article 2 clauses 1 - 2.
   (b) subject to letter (a) above, shall not cover liability for any other indirect/direct or real damages and lost profits caused by an infringement of the representations and warranties referred to in Article 1 clause 4 during the guarantee period indicated in Article 2.
   (c) the Guarantor shall not be liable for pitting corrosion of the Guarantor's Goods resulting from emission of metal grains (carbon steels) from the boiler elements;
   (d) the Guarantor shall not be liable for any damages to the Guarantor's Goods that may have occurred as a result of soot catching fire in the chimney;
   (e) the Guarantor shall not be liable for any damage to the Guarantor's Goods that may have occurred as a result of a breakdown of the boiler, to which the Guarantor's Good is connected;
   (f) the warranty does not cover any damage, including accelerated surface corrosion or pitting corrosion, resulting from exposure to aggressive environmental or external factors, if the Buyer has not informed the Guarantor of the demanding operating conditions or installation location prior to placing the order. This applies in particular to installations in coastal areas (with high salt concentrations), in the vicinity of wastewater treatment plants, waste incineration plants, chemical plants, laundries, and other facilities where elevated concentrations of chlorides, hydrogen sulphide, solvents or other corrosive substances are present.
   (g) the Guarantor shall not be liable for non-compatibility of the Guarantor's Goods with other equipment of the Buyer.
   (h) the Guarantor shall not be liable for any damage caused by cleaning chemical compounds (so called Catalysts, exhaust converters)

Art. 6. FINAL PROVISIONS

1. To any matters not regulated by the provisions of these Guarantee Terms and Conditions the provisions of the Polish civil law shall apply.

2. Any disputes between the Buyer and the Guarantor shall be settled by the Common Court having jurisdiction over the seat of the Guarantor.

3. The rights of the Buyer specified in these Guarantee Terms and Conditions are the only rights the Buyer may pursue against the Guarantor. The warranty liability of the Guarantor shall be excluded.

4. The provisions of these Guarantee Terms and Conditions do not infringe the rights of individuals buying the Guarantor's Goods for the purpose not connected with professional or business activity.