

General Warranty Conditions, limitations and exclusions from the warranty.

§ 1. DEFINITIONS

1. **The Customer** - the buyer of Devices or Services offered by Rabbit.
2. **Rabbit** - Rabbit Sp. z o.o. with its registered office at Krakowska 141-155, 50-428 Wrocław, www.rabbit.pl.
3. **Parties** – the Customer and Rabbit.
4. **Business day** – any day from Monday to Friday except for public holidays.
5. **GCES** - General Conditions of Export Sale, which apply only to the transactions of export sale of goods and services. Export sales means the sale of goods and services when the customer is domiciled or established outside the Polish territory.
6. **GWC** – these General Warranty Conditions, limitations and exclusions from the warranty.
7. **Agreement** - an agreement between Rabbit and the Customer to perform the Services offered by Rabbit or sale of Devices; GCES are an integral part of the Agreement.
8. **Devices** - controllers, reducers, LED compensators, LED cabinets, electrical switchboards, and other products in the current Rabbit offer.
9. **Force majeure** - an external event, special, independent of the parties, unforeseeable before the conclusion of the Agreement, which includes events such as war, flood, hurricane, storm, snowstorm, long-term (exceeding 2 business days in a row) no gas or electricity supply or lack of supply of major raw materials for reasons beyond the control of the Parties, which prevents or significantly hinders the realization of obligations by the Party under the Agreement.
6. The period for notifying defects expires within 2 business days after the end of the guarantee period, provided that the defect occurred during the guarantee period.
7. The notification of the defect shall be made immediately after its discovery by the Customer, but no later than within 2 business days from the date of the disclosure.
8. The notification of defects shall be sent via e-mail to the address: serwis@rabbit.pl . Notifications delivered in a different form may not be taken into account. Whenever possible, the customer shall attach the photographs of the claimed defect as detailed as possible.
9. Unless the parties determine another way to verify by Rabbit the reason of the defect, the Customer shall immediately after reporting a defect, at his own expense, deliver the faulty Device to Rabbit.
10. Rabbit will make every effort to ensure that, within 14 business days from the receipt of the complaint form or faulty Device (whichever is later) to evaluate the technical equipment on the basis of which determines whether the defect is or is not covered by the scope of the guarantee. Rabbit shall notify the Customer about the results of the technical evaluation along with information about the acceptance or refusal of the complaint.
11. In an event of accepting the complaint, Rabbit shall rectify faults and defects within term about which the Customer shall be informed Rabbit shall notify the Customer about the removal of defects and inform about the term within the Customer is obliged to collect the Device. Rabbit shall decide about the manner of remedy of the defect i.e. to replace the defective Device on free from defects or to remove defects.
12. In an event of accepting the complaint, the responsibility of Rabbit is limited to the repair or replacement of the Device at the discretion of Rabbit. Rabbit shall not bear any liability for any damages, in particular any potential or consequential damages incurred by the Customer or third party due to interruptions in access or inability to use the Device for the time when it remains flawed, also shall not bear the cost of replacement (assembly and disassembly) and transport of defective Device to the place of repair. The costs mentioned above are not covered by the warranty and Rabbit cannot be held responsible for failure to cover losses, costs or damages incurred by other persons.

§ 2. GENERAL PROVISIONS

1. Rabbit ensures that the Devices are made of good quality and are free from defects.
2. The warranty is valid for the period specified in the Warranty Card of the Device and is valid from the date of release of the Device.
3. The Customer is obliged to make a reasonably accurate inspection of the Device received at the time of its release and under the pain of the loss of these rights in the future, shall report any visible damage of the Device within 2 business days and send via e-mail to the address: handel@rabbit.pl. The notification shall be made on the document confirming the receipt of the Device, otherwise being null and void.
4. Rabbit has the right to suspend the execution of the Customer's claims for guarantee until the settlement of all payments made under this Agreement or until the Customer provides evidence of the original document as a confirmation of securing their payment in the form specified by Rabbit. Rabbit shall not be liable for damages or any other in relation to the Customer in the case of exercise of this right.
5. In the case of unjustified complaints Rabbit has the right to charge Customer with costs of the complaint proceedings.
13. The guarantee period is extended by the duration of the repair. To the date of service, the period in which the Device remained at the point of guarantee service of Rabbit upon notifying the Customer that the Device is ready to collect after the repair, shall not be included.
14. The damage is considered to be effectively removed in the case where within 2 business days from the date of the release of repaired Device, the Customer not raised in the form as in paragraph 8 any objections as to how to defect was removed. Any reservations made after the period referred to in the preceding sentence shall be considered as a new defect complaint.
15. Rabbit guarantee does not apply if:
 - a) The Device has been tampered with or modified, unless the change or modification has been done by

Rabbit or previously approved in writing to be valid by Rabbit;

- b) The Device has been repaired by unauthorized persons who do not have the required regulatory approvals, licenses or certificates, or these persons otherwise manipulated in these Devices;
 - c) The Devices are not used in accordance with their application under the Agreement or the information provided by the Customer of Rabbit during the manufacturing process, and relevant to the production process of the Device (in particular, when the Device is operated in a place with a more aggressive corrosive atmosphere than it appeared from the information provided to Rabbit by the Customer);
 - d) The Devices are not transported or stored under appropriate conditions;
 - e) The Device do not have the original Rabbit marking on the Device;
 - f) The Devices do not have a protection established by the manufacturer or an authorized entity performing guarantee repairs;
 - g) The devices are incorrectly connected or additional elements or apparatus have been connected not in accordance with the documentation of the Device;
 - h) damage resulted due to a change of mounting space of the Device;
 - i) Device defects resulting from mechanical damage;
 - j) The defect arises due to materials being inadequate to the environment, in which the Device is to be mounted or stored, with the Customer or a person acting on its behalf has made the choice of the material or Rabbit has not been informed about the nature of the environment in which the device will be installed or stored by the Customer;
 - k) The defect resulted:
 - from short circuits in the controlled circuits,
 - from a malfunction of the power network, in particular destruction or damage resulting from improper power supply conditions, including overvoltages, increases, voltage drops, current ripple of control systems, which exceed the ranges specified in the specification of the Device and defined as appropriate power supply, or not in accordance with industry standards regarding allowable input and output power,
 - by lightning, force majeure, random events,
 - from the operation of other devices that are not an integral part of the Devices covered by this warranty,
 - from the operation of other devices that are not an integral part of the Devices covered by this warranty,
 - from exposing the Device to a temperature higher than that specified in the Rabbit catalogue card,
 - from the deterioration in the quality of the product caused by the operation process and normal wear.
16. In exceptional cases, Rabbit may undertake repair or replace the Device also in a situation where in accordance with the abovementioned points the

guarantee does not apply. Repair or replacement may be at the discretion of Rabbit free of charge or payable. In the event of accepting the repair or exchange as payable, Rabbit begins a repair or replacement upon receipt written acceptance of the price/remuneration for the repair/replacement by the Customer.

17. Undertaking of the repair or replacement of Device on the basis as in paragraph above is not tantamount with the recognition of the complaint/legitimacy of the notification of defect or any responsibility of Rabbit for the defect.
18. Service department address:
Rabbit sp. z o.o.
ul. Krakowska 141-155
PL 50-428 Wroclaw
tel. 0048 71 716 5103
e-mail: serwis@rabbit.pl
http: www.rabbit.pl