

WARRANTY CONDITIONS OF NOMA SP. Z O.O.
(01/04/2024)

The warranty covers only physical defects inherent in the Device and is valid provided that the operating conditions and maintenance procedures are met in accordance with the Manufacturer's recommendations indicated in the Documentation provided to the Buyer and the warranty procedure below.

All routine maintenance should be performed only by properly qualified persons.

During the warranty period, the Buyer is obliged to notify in writing the service of the Entity designated to file the complaint within 24 hours of detecting the defect.

In order to perform activities arising from the warranty, the Buyer will make the Device available, and in particular will provide free access to the Device to the service employee of the Entity indicated to file a complaint.

The parts that failed and were replaced under warranty repairs are the property of the Entity indicated to file the complaint.

Warranty rights expire after 12 months from the date of commissioning the device, but no later than 14 months from the date of sale, unless individual arrangements have been made.

The warranty is valid only in Poland, unless the offer or other agreement states otherwise.

If case of a purchase of a machine with additional software (monitoring, remote diagnostics), the User will be able to remotely configure additional software by the Seller's Service within 30 days from the date of the machine start-up. After 30 days from the launch date - the launch and remote configuration of additional software will be subject to a fee in accordance with the Seller's service price list.

WARRANTY COVERS:

1. Only devices used in accordance with their intended purpose and in accordance with the Seller/Manufacturer's recommendations.
2. Durability of parts and components of the device.
3. The entity designated to submit the complaint undertakes to respond within 72 hours from the written notification of the failure (applies to business days). The failure will be removed as soon as possible, taking into account the time of forwarding and customs clearance of parts and materials if they are out of stock. In cases of more difficult repairs, the Entity designated to submit the complaint will inform the Buyer about the deadline for settling the complaint.
4. Nominal capacity of the device.

THE WARRANTY IS NOT VALID IN THE FOLLOWING CASES:

1. Operating the device contrary to the regulations regarding operation, cleaning, maintenance and recommended inspections contained in the documentation.
2. Unauthorized changes and making any structural modifications, this also applies in particular to thermal or overload protection.
3. Using the device contrary to its intended purpose in extremely unfavorable conditions, e.g. high dust, aggressive chemicals, inappropriate temperatures and humidity.
4. Connecting the device to a faulty connection and to a power supply network with parameters inconsistent with the standards.
5. Short circuits in the electrical installation outside the device.
6. Impact of any force or external factor, including in particular ionizing radiation, magnetic field, chemical or mechanical factors, flooding the device and the forces of nature.
7. Damage caused by the User.

THE WARRANTY DOES NOT COVER:

1. Periodic adjustment of mechanisms in accordance with documentation requirements.
2. Ustawiania i poziomowania urządzenia. Setting up and leveling the device.

3. Lubrication, replacement of oil and filters in components, in accordance with the documentation recommendations.
4. Defects covered by the warranty if they occurred after the device was delivered to the Buyer and were caused by the fault of third parties, e.g. as a result of improper maintenance, improper handling during transport, etc.
5. Consumable parts, in particular seals, gaskets and materials subject to wear and tear indicated in the documentation provided with the Device.
6. Providing means of internal transport necessary to properly perform warranty repairs if the need for such assurance results from the location of the device taking into account the Customer's indications.

SELLER/MANUFACTURER'S LIABILITY RULES:

1. The Seller/Manufacturer is liable only to the extent of the actual damage suffered, and is not responsible for lost profits. Pledge liability under warranty is excluded.
2. The Seller/Manufacturer is not liable for the Device used in a manner inconsistent with its intended use and technical properties, in which damage occurred as a result of manufacturing and design errors of third parties and as a result of failure to comply with the operating rules specified in the documentation and information contained in the Seller/Manufacturer's catalogues.
3. The Seller/Manufacturer is not liable for any damage caused by the Device or in connection with its possession or use, in particular related to failure to comply with generally accepted safety rules.
4. The Seller/Manufacturer is not liable for damage resulting from non-performance or improper performance of an obligation, unless the damage was caused by willful misconduct. In particular, the Seller/Manufacturer is not liable for any losses incurred by the Buyer or for the benefits that they could have achieved if the damage had not been caused to them.
5. The Seller/Manufacturer shall not be liable to third parties bringing any claims against the Buyer in connection with products manufactured using Devices sold by the Seller/Manufacturer.
6. The Manufacturer is not liable for any actions, omissions or damages caused or resulting from the actions of persons cooperating with the Manufacturer (e.g., Representative).
7. The Seller/Manufacturer is not liable for any damage resulting from repairs and other activities performed by the Buyer on the Device.

Complaints should be reported to: Noma Sp. z o.o.
Podlas, Tomaszowska 90
96-200 Rawa Mazowiecka
e-mail: service@noma.tech

If a complaint is not accepted, the costs incurred in resolving it are covered by the person filing the complaint. If a complaint is accepted, the warranty period is extended by the time of the repair. In the event of replacing a component or part, the 12-month warranty for the replaced component or part runs from the date of replacement.

In the event of any differences between the contractual provisions and the provisions of the warranty terms, the terms agreed individually by the Parties in the agreement shall prevail.