



WARRANTY BOOK

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WARRANTY TERMS AND CONDITIONS FOR RETAIL CUSTOMERS

1. PRELIMINARY PROVISIONS

- 1.1 Where the term 'Manufacturer' is used in the warranty terms and conditions, it should be understood as the factory manufacturing the machine as part of Unia Sp. z o.o. with its registered office in Grudziądz (KRS: 0000147646). Where the term 'terms and conditions' or 'warranty terms and conditions' is used herein, it shall be understood as these warranty terms and conditions provided by the Manufacturer.
- 1.2. The retail customer is obliged to first address warranty claims to the Manufacturer's dealer from whom he purchased the machine under complaint. In the case of directing claims directly to the Manufacturer, the Manufacturer reserves the right to send the warranty documentation to the dealer for the purpose of handling the complaint.
- 1.3 The Manufacturer will accept a complaint submitted directly to them only in special cases such as bankruptcy, liquidation, or cessation of business by the dealer.
- 1.4 In order to pursue any warranty claims, the retail customer must possess a valid warranty card. The machine under complaint must have an original and undamaged nameplate.

2. LIMITED WARRANTY DISCLAIMER

- 2.1 The Manufacturer provides a limited warranty for each new product, certifying that it is free from any defects in material, workmanship, and design. The Manufacturer's liability for machines under warranty is excluded.
- 2.2 The basic warranty applies only to the expected, normal period of use of the part or machine, which does not exceed 24 months from the date of sale of the machine or part to the first retail customer.
- 2.3 Extended warranty. In some cases, the Manufacturer may extend the warranty period for an additional period, as stated in a separate document.
- 2.4 The invoice date issued to the retail customer marks the beginning of the warranty.

- 2.5 Spare parts and components originally used for warranty repairs are covered by a 90-day warranty from the date of shipment or for the remaining part of the original machine warranty period, whichever is longer. In the case of using non-original spare parts or components, the Manufacturer may refuse to continue the warranty or shorten its duration.
- 2.6 Where the products are to be used in particular conditions, the Manufacturer shall be entitled to limit the warranty coverage to a maximum number of hectares or bales, or to a warranty period, depending on the specific case.
- 2.7 In cases referred to in point 1.3, the retail customer sends a warranty repair request to the Manufacturer via email at: serwis@uniagroup.com. The request contains a detailed description of the defect along with photos of the faulty machine/part and a photo of the machine's nameplate. The completed warranty registration form must be included with the request. The warranty registration form template is included with the machine warranty card.
- 2.8 The Manufacturer shall not be liable for any defects resulting from normal wear and tear, intentional damage, accidents, negligence, abnormal working conditions, failure to follow the equipment operating instructions or improper use, lack of maintenance, equipment transportation, or modifications or repairs to the products without the Manufacturer's approval. The warranty does not cover parts that are subject to normal wear and tear.
- 2.9. The exclusive liability of the Manufacturer in the event of a justified complaint based on the warranty will concern the replacement or repair of defective parts.
- 2.10 The warranty does not constitute a basis for holding the Manufacturer liable for injuries or damages of any kind or nature incurred by persons or property. The warranty does not cover crop loss or loss caused by delays in harvesting, or any expenses or losses incurred in labour, through the replacement or rental of machinery, or due to other direct or indirect losses.

- 2.11** The above provisions exhaust the Manufacturer's liability for any kind of warranty obligation related to the manufactured machines. The Manufacturer does not take responsibility for any damages incurred during the warranty service or while using the machine, which are not mentioned in these terms and conditions. The Manufacturer declares that no warranty is provided other than the following terms and conditions, express or implied, and in particular the Manufacturer does not provide any implied warranty or warranty of merchantability of the machine or warranty of fitness for any particular purpose.
- 2.12** The Manufacturer reserves the right to introduce improvements to the design or changes in the specifications of the machines at any time without additional obligations to the owners of previously sold machines.
- 2.13** The Manufacturer is not liable for any changes, modifications, or extensions of this warranty, nor for its exclusions, limitations, or reservations by third parties. These changes are ineffective against the Manufacturer and may result in the refusal to acknowledge the Manufacturer's liability under the warranty.
- 2.14** In justified cases, the Manufacturer may extend the warranty period, among others, to verify the correctness and effectiveness of the repair carried out.
- 2.15** The Manufacturer reserves the right to change the decision regarding the recognition of the warranty in case of a negative verification of the nature or existence of a defect during the inspection after sending the machine or parts to the Manufacturer.

3. WARRANTY PROCEDURE IN CASE OF A COMPLAINT REPORTED BY A RETAIL CUSTOMER

- 3.1** The retail customer is obliged to inform the Manufacturer or dealer, in accordance with points 1.2 and 1.3 of these terms and conditions, about any warranty claims immediately upon the occurrence of a defect, no later than within 5 (five) working days from the date of the defect occurrence. The Manufacturer shall respond in writing promptly, but no later than within 5 (five) working days from receiving a complaint from a retail customer – in the case referred to in point 1.3.; or in the case referred to in point 1.2. – within 5 (five) working days from the date when the dealer performed activities related to the complaint.

- 3.2.** In the event of a warranty claim being recognised, the Manufacturer will decide on the method of handling the claim by sending a team at their own expense to carry out the task at the appropriate location or by sending the parts to the dealer free of charge for the machine to be repaired by their service department. Immediately upon acknowledgement of warranty claims, but no later than 30 days from the date of acknowledgement of warranty claims by the Manufacturer, the Manufacturer or dealer, in accordance with the preceding sentence, shall fulfil the warranty obligation.

- 3.3.** The above-mentioned deadlines may be extended by the time needed to obtain an expert opinion from the manufacturer of the part regarding the existence of a defect and its causes, if the complaint concerns a part of the machine not produced by the Manufacturer, and doubts have arisen regarding the nature of the reported defect. If the manufacturer of the part refuses to acknowledge their responsibility for the defect, the Manufacturer reserves the right to refuse compensation for warranty claims.

- 3.4.** The above-mentioned deadlines may also be extended if the repair involves a structural change.

- 3.5.** The above-mentioned deadlines may also be extended if the repair is carried out at the Manufacturer's premises.

- 3.6.** The customer will be notified of the rejection of the claim in writing, stating the reason for the refusal. The customer has the right to appeal this claim within 30 days of being notified of the rejection of the complaint. If no appeal is filed within 30 days, the complaint procedure will be considered closed.

4. FINAL PROVISIONS

- 4.1.** All matters arising from these warranty terms and conditions are subject to the provisions of the generally applicable Polish law, including the provisions of the Act of 23 April 1964 – Civil Code.

- 4.2.** Any disputes between the Manufacturer and the customer arising from these provisions will be resolved amicably in the first instance, and in the event of a dispute that the parties are unable to settle amicably, the court having jurisdiction over the Manufacturer's registered office will be the resolving court.

INFORMATION ON THE PROCESSING OF PERSONAL DATA

1. We inform you that the data controller of your personal data is Unia Sp. z o.o. with its registered office in Grudziądz (86–300) at ul. Szosa Toruńska 32/38, entered into the National Court Register by the District Court in Toruń, 7th Commercial Division of the National Court Register under KRS number: 0000147646, NIP (Tax Identification Number): 876-100-86-92, REGON (National Business Registry Number): 870320113. You can contact the data controller by sending an email to the following address: sekretariat.unia@uniamachines.com
2. Your personal data is processed for the following purposes:
 - a) if you are a customer/contractor of Unia sp. z o.o.:
 - concluding or performing an agreement with Unia sp. z o.o. The legal basis for their processing is the necessity of the processing for the performance of the agreement, i.e. in accordance with the provision of Article 6(1)(b) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: GDPR);
 - fulfilling the obligations imposed on Unia sp. z o.o. in connection with the application of legal regulations, e.g. the Tax Ordinance Act. The legal basis for processing data in this scope is the necessity of processing data to fulfil a legal obligation incumbent on the data controller, in accordance with Article 6(1)(c) of the GDPR;
 - investigations, findings or defense against claims. The legal basis for processing data is a legitimate interest (Article 6(1)(f) of the GDPR);
 - b) If you are a person lodging a complaint under the warranty: for the purpose of asserting, establishing, or defending against claims. The legal basis for processing data is a legitimate interest (Article 6(1)(f) of the GDPR);
 - c) If you are a representative of the persons indicated in point a) or b) – for contact purposes, implementation of the connecting parties' relationship, pursuing, establishing or defending against claims. The legal basis for processing data is a legitimate interest (Article 6(1)(f) of the GDPR).
3. The personal data provided by you may be transferred:
 - a) to the entity providing hosting and IT services to Unia sp. z o.o.
 - b) Legal Firm providing legal services to Unia sp. z o.o.
4. Unia sp. z o.o. will process your personal data for the duration of the agreement and after its termination or dissolution, but no longer than until the expiration of the limitation periods for claims arising from the agreement, including tax obligations – in the event that you are a customer/contractor of Unia sp. z o.o. In other cases, the data will be processed for the period of limitation of claims.
5. You have the right to access your personal data, request their correction, deletion, restriction of processing, and the right to data portability.
6. If you believe that your personal data is being processed unlawfully, you have the right to lodge a complaint with the supervisory authority.
7. Providing personal data is a condition for entering into and performing an agreement with Unia sp. z o.o. – in the case when you are a customer/contractor of Unia sp. z o.o. In the case of you are a person lodging a complaint, providing the data is necessary for its acceptance and consideration. In the case of the representatives of the above-mentioned individuals, the data is necessary in order to be able to establish contact.

WARRANTY REGISTRATION

INFORMATION ABOUT THE END-CUSTOMER

NAME

ADDRESS

POSTCODE

CITY/TOWN

TELEPHONE

NIP (TAX IDENTIFICATION NUMBER)

PESEL (CIVIL REGISTRATION NUMBER)

MACHINE INFORMATION

MACHINE NAME

PURCHASE DATE

MANUFACTURING NUMBER

SELLER

WARRANTY IS PROVIDED BY

PLACE FOR STAMP AND SIGNATURE OF DEALER

UNIA Sp. z o.o.

ul. Szosa Toruńska 32/38, 86-300 Grudziądz, Poland

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