

**TERMS AND CONDITIONS REGARDING THE EXTENSION
OF WARRANTY FOR "GRAPHITE" POWER TOOLS**

FROM 2 (TWO) TO 3 (THREE) YEARS

(hereinafter referred to as the: "Terms and Conditions")

Grupa Topex Sp. z o.o. Spółka komandytowa with its seat in Warsaw, as of August 1, 2019, extends the warranty period granted by Grupa Topex Sp. z o.o. Spółka komandytowa with its seat in Warsaw for the high quality professional GRAPHITE power tools from 2 (two) to 3 (three) years pursuant to the provisions of the following Terms and Conditions.

§ 1.

General Provisions. Definitions.

1. The terms used in these Terms and Conditions shall mean:
 - a) **GTX** – Grupa Topex Sp. z o.o. Spółka komandytowa, with its seat in Warsaw, (02-285), ul. Pograniczna 2/4, entered to the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XIII Economic Division of the National Court Register, under the KRS number: 279074, TIN: 522-020-17-20, acting as the guarantor under the Standard Warranty Period, pursuant to the Warranty Document;
 - b) **Warranty Document** – written statement of GTX, in a form of the "Warranty Card" attached to the Product, specifying the obligations of GTX as the guarantor and rights of the Buyer in the event when the characteristics of the Product sold differ from these provided for in the statement;
 - c) **Buyer** – buyer of the Products to which the Warranty Document has been attached;
 - d) **Warranty Period** – period when the Buyer can exercise his rights specified in the Warranty Document, equivalent to the Standard Warranty Period;
 - e) **Standard Warranty Period** – period of 24 months (2 years) indicated in the Warranty Document during which the Buyer can exercise his rights specified in the Warranty Document;
 - f) **Additional Warranty Period** – period of 12 months (1 year) for which the Standard Warranty Period is extended, pursuant to the terms specified in the Terms and Conditions, during which the Buyer can execute his rights specified in the Warranty Document;
 - g) **Extended Warranty Period** – period of 36 months (3 years) for which the time when the Buyer can execute his rights, specified in the Warranty

Document, is maximally extended (24+12);

- h) **Product** – power tools marked with “GRAPHITE” trademark, owned by GTX, excluding accessories for power tools (especially drills, discs), even if they are marked with the “GRAPHITE” trademark;
- 2. The Terms and Conditions specify the principles of extending the Standard Warranty Period for the Additional Warranty Period for Products and specify the entity liable for the execution of these rights under the Additional Warranty Period. In all cases the Warranty Period cannot be longer than the Extended Warranty Period.

§ 2.

Principles regarding the Extension of the Standard Warranty Period for the Additional Warranty Period

- 2.1. The Buyer does not have to perform any additional activities, other than the purchase of the Product, in order for the Standard Warranty Period to be extended for the Additional Warranty Period.
- 2.2. The extension of the Standard Warranty Period for the Additional Warranty Period covers exclusively the Products bought as of 01.08.2019 (as per the date on a receipt or invoice confirming the purchase).
- 2.3. The rights specified in the Warranty Document under the Additional Warranty Period are identical as the rights specified in the Warranty Document under the Standard Warranty Period.
- 2.4. GTX is the entity liable for the execution of the Buyer’s rights specified in the Warranty Document under the Additional Warranty Period.
- 2.5. **If the guarantee period placed on the Product, its package or indicated in the attached warranty document is 36 months (3 years) or longer, the warranty period cannot be extended for the Additional Warranty Period.**

§ 3.

Execution of Rights Specified in the Warranty Document under the Additional Warranty Period

- 3.1. The conditions of the execution of rights specified in the Warranty Document under the Additional Warranty Period are identical as these specified in the the Warranty Document under the Standard Warranty Period.
- 3.2. Any questions referring to the execution of rights specified in the Warranty Document should be sent by email to: quality@grupatopex.com

§ 4.

Complaint Proceedings regarding the Extension of the Warranty Period

- 4.1. Any complaints referring to the extension of the Standard Warranty Period for the Additional Warranty Period may be sent to GTX electronically to the following address: quality@grupatopex.com or sent by registered mail to the address of GTX and marked "GRAPHITE warranty" or reported by calling the helpline at: 801 886 739.
- 4.2. The complaint, referred to in point 1 above, should cover especially the particulars of the Buyer, occurrence date and description of reservations or discrepancies, as well as the description of the claim.
- 4.3. The Buyer should attach to the complaint, referred to in point 1 above, any and all documents constituting the basis for the complaint.
- 4.4. Once the complaint, referred to in point 1 above, is examined the Buyer shall be informed on the decision in writing or by email, depending on the mode the complaint was filed, within 30 days as of the receipt of the complaint by GTX.
- 4.5. For any issues concerning the complaint, referred to in point 1 above, the Buyer, who is the consumer has the right to refer to the Municipal or Poviát Consumer Ombudsmen. Apart from the rights specified in the Terms and Conditions the Buyer may seek redress in front of a common court.

§ 5.

Final Provisions

- 5.1. These Terms and Conditions are available for Buyers in the seat of GTX and at www.graphite.pl
- 5.2. Legal provisions which are universally mandatory should be applicable for any issues not regulated herein.
- 5.3. The liability of GTX towards the Buyer, who exercises his rights resulting from the Warranty Document under the Additional Warranty Period as the company, is limited exclusively to the actual amount of damage. Any disputes between GTX and the Buyer, being the company, shall be settled by the common court having jurisdiction over the seat of GTX.