



"MOTOR NAUTA" Spółka z o.o.

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GENERAL WARRANTY TERMS AND CONDITIONS

AT MOTOR NAUTA SP. z o.o.

1. The term of the warranty shall be stipulated from time to time in offers submitted by MOTOR NAUTA Sp. z o.o.
2. The liability of MOTOR NAUTA Sp. z o.o. shall be limited to remedying any defects of the object of service that are caused through its exclusive fault.
3. The warranty shall not cover any defects:
 - a. resulting from the inappropriate use of the object of service,
 - b. resulting from the lack of adequate maintenance and/or cleaning and/or storage/usage of the object of service in unsuitable conditions,
 - c. caused by mechanical damage or action of chemical agents,
 - d. resulting from the operation of the object of service in a manner that is contrary to applicable regulations and the Operation and Maintenance Documentation, manuals and other instructions,
 - e. resulting from the operation of the object of service in a manner that causes above-standard wear or its usage contrary to its designated use,
 - f. resulting from the poor quality of an operating medium, lubricants, etc. used during the operation of the object of service,
 - g. resulting from the conduct of repairs and reconstructions by unauthorized persons,
 - h. resulting from force majeure events, which shall be understood as, among other, fire, flooding, lightning, war, and natural disasters, electric surge, etc.,
 - i. resulting from the improper assembly and/or start of the object of service, and
 - j. other than listed in paragraphs a - i, caused not through fault of MOTOR NAUTA Sp. z o.o.
4. If a service is performed pursuant to documentation provided by the Client, MOTOR NAUTA Sp. z o.o. shall not be liable for any defects, faults, the lack of functionality or efficiency, etc., resulting from the rendition of service according to such documentation.
5. The warranty shall not cover the replacement of any consumables. MOTOR NAUTA Sp. z o.o. shall not be liable for the normal wear and tear of the object of service.
6. The condition for the application of the warranty for a period longer than set forth in the offer shall be the conduct of regular paid revisions of the object of service by MOTOR NAUTA Sp. z o.o. before the end of the first warranty term.
7. MOTOR NAUTA Sp. z o.o. shall be exempt from warranty liabilities, if due repairs could not have been carried out because of import or export restrictions imposed on spare parts or other rules of law that have such a result, as well as any other unforeseen circumstances that prevent the performance of a repair.
8. A warranty service performed by MOTOR NAUTA Sp. z o.o. shall not change the warranty term for the object of service.
9. Other than the liability set forth in these General Warranty Terms and Conditions, MOTOR NAUTA Sp. z o.o. shall not be liable for any damage / loss caused by defects of the object of service or its late repair. Any liability of MOTOR NAUTA Sp. z o.o. other than resulting from these General Warranty Terms and Conditions shall be excluded, including any liability for indirect or consequential losses or lost benefits. The liability of MOTOR NAUTA Sp. z o.o. due to guarantee of delivered objects shall be excluded.
10. A warranty notice shall be given exclusively in the following manner:
 - a. in writing with a registered letter sent to the address of MOTOR NAUTA Sp. z o.o. or
 - b. by e-mail to motornauta@motornauta.pl provided MOTOR NAUTA Sp. z o.o. confirms accepting a warranty notice for performance.
11. A warranty notice shall include a type of an object of service and a description of a found defect with photos presenting damage of the object of service. Moreover, parameters and working conditions of the object of service are to be given and, if possible, the cause of the failure.
12. MOTOR NAUTA Sp. z o.o. undertakes to commence measures aimed at remedying any properly reported defects during a warranty term within 7 working days of the date of notice. The period may be extended if it is necessary to perform any above-standard work, to verify spare parts of the object, etc.
13. A user shall collaborate with personnel of MOTOR NAUTA Sp. z o.o. or with other persons/entities acting for MOTOR NAUTA Sp. z o.o. while rendering the warranty service at a site of installation of the object of service, including but not limited to by:
 - a. making the object of service accessible,
 - b. presenting documents delivered with the object of service (a verification certificate, measurement cards, a defect certificate, an acceptance card, a certificate, a take-over certificate, etc.),
 - c. taking measures necessary to protect persons and assets and following H&S and fire regulations at a site of performing warranty service,
 - d. enabling to commence activities in order to remedy any non-conformities immediately upon the arrival of personnel of MOTOR NAUTA Sp. z o.o., and
 - e. rendering any and all possible assistance free-of-charge in the course of performing the service.
14. If a defect in an object of service is reported unreasonably for a warranty repair, any and all costs thereof shall be borne by the Client up to the total value of costs incurred by MOTOR NAUTA Sp. z o.o.
15. This warranty shall expire if the User / Buyer does not fulfil obligations that stem from these Terms and Conditions and the contract made with MOTOR NAUTA Sp. z o.o., including but not limited to if a payment is not made in a timely manner.
16. These General Warranty Terms and Conditions shall be governed by law applicable in the territory of the Republic of Poland and be subject to jurisdiction of Polish common courts at the registered office of MOTOR NAUTA Sp. z o.o.

