

Annex No. 3 – Warranty Terms and Conditions

The Object of Purchase has defects if it or its part does not correspond to the result set forth in this Contract.

The Seller is liable for any defects of the Object of Purchase or its parts at the time of their handover and takeover, and is also liable for any defects of the Object of Purchase or its parts found during the entire warranty period (quality warranty).

The Seller provides a quality warranty on the Object of Purchase and/or its part of **12 months**. The warranty period for each part of the Object of Purchase shall begin on the day of the signature of the corresponding Handover Protocol by both Parties. If the Handover Protocol lists any deficiencies, the warranty period shall begin on the day, which follows the day, in which the last deficiency was removed.

The Seller shall pass any existing components warranty to the Buyer. If on the warranty list or other document submitted by the Seller the warranty period is of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.

The Buyer shall request the Seller to remove the defects of the Object of Purchase or a part thereof during the warranty period in writing without undue delay upon their discovery, but no later than on the last day of the warranty period (hereinafter the “**Claim**”). Even a Claim asserted by the Buyer on the last day of the warranty period is considered to have been asserted in due time.

The Seller undertakes to examine the Claim, notify the Buyer of whether or not it accepts the Claim, and provide in writing the deadline for the removal of the defect within two (2) weeks from the delivery of the Claim by the Buyer.

The Seller undertakes to gratuitously remove any defects of the Object of Purchase or its part without undue delay and shall bear all the expenses related with removal of the defects. The deadline for the removal of the defect is one (1) month from the delivery of the Claim, unless otherwise agreed between the Seller and the Buyer, and if the nature of the defect so permits.

The Seller is obliged to remove the defects within the specified time limit, even if he believes that he is not liable for the defects. The costs of removing the defects in these disputed cases shall be borne by the Seller until the clarification or resolution of the conflict.

The Parties shall make a report concerning the removal of the claimed defect which will confirm such removal. The warranty period is extended by the period that elapsed between the assertion of the claim and the removal of the defect.

In case that the Seller does not remove the defect within the stipulated or mutually agreed period or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within one (1) month after the Buyer’s request to do so. In such a case the existing warranty remains intact.

The acts of the Parties constitute claims under this Annex if they are made in writing or by electronic communication by one of the representatives of the Party concerned under the Contract to the address of the other Party.

Usage and storage of the delivered Object of Purchase and/or its parts must be done by the Buyer in accordance with the Seller’s instructions. In the event of non-compliance, the Buyer is no longer entitled to claim quality warranty.