

## **GENERAL CONDITIONS OF QUALITY WARRANTY (GCQW)**

### **§ 1 General provisions**

1. This warranty does not exclude, restrict nor suspend Purchaser's rights resulting from regulations concerning statutory warranty for damages of sold parts. The Purchaser shall be able to execute rights resulting from the warranty for physical damages of products irrespectively of the rights resulting from the warranty.
2. Name and address of the warrantor: KAMOKA SP. Z O.O., ul. Wenecka 03-244, Warsaw, Poland.

### **§ 2 Warranty Terms and Conditions**

1. The Warrantor assures fair quality of KAMOKA vehicle parts constituting his assortment indicated in section 2 of this paragraph.
2. The warranty covers passenger car parts sold under KAMOKA brand (further referred to as "the Products"):
  - Shock absorbers, overs with bumpers
  - Springs
  - Suspension arms and ball-and-socket joints ("bolts")
  - Elastic bushings and suspension cushions
  - Stabilizer links
  - Steering rod ends and steering rods
  - Wheel bushing/ Wheel hubs
  - C/V joints and axle shafts
  - Boot kits
  - Brake pads and disks
  - Brake shoes and drums
  - Brake calipers
  - Assembly kits for brake shoes
  - Clutch sets and clutch disks
  - Clutch slave cylinders
  - Brake pads wear indicators
  - ABS sensors
  - Shaft position indicators, EGR valves, flow meters
  - oil filters, air filters, cabin filters, fuel filters, hydraulic filters and gas filters
  - wiper blades
  - workshop chemicals
  - Lambda probes
  - Electric dampers
  - Wiper motors and wiper mechanisms
  - Steering gears
  - Power steering pumps
  - Coolant pumps
  - Ignition coils
  - Glow plugs
  - Spark plugs
  - Alternator pulleys (freewheels)

- Timing gears, timing belt pulleys and tensioners, alternator overrunning clutches, multi-ribbed and V-belt tensioners and pulleys, crankshaft pulleys
- Particulate filters
- Gas springs
- Window lifters
- Thermostats
- Electric fuel pumps with power modules
- Viscous couplings
- Coolant fan switches
- Coolant temperature sensors
- Coolant expansion tanks
- Coolant expansion reservoir caps.
- Power steering expansion reservoir
- Timing belts and accessory belts
- Catalytic reactors
- Timing chains
- Camshaft adjusters
- Gas springs with trunk lid actuators
- Oil coolers
- Charge air coolers
- Air conditioning coolers (condensers)
- Water coolers
- Coolant level sensors
- Heaters
- A/C evaporators
- Handbrake cables
- Brake disc covers
- Steel / copper brake lines
- Shift lever cables
- Radiator fans
- Air shock absorbers
- Air bellows
- Air suspension compressors
- Turbochargers
- Oil pans
- Valve covers

3. Warranty for Products is issued for 2 years from the date of handing over the product to the Purchaser without any mileage limits.
4. In case of further resale of Warrantor Products, warranty rights are transferred to the next Purchaser.
5. Warranty does not cover Products sold as off-spec.
6. The warranty is excluded in the following cases:
  - non-compliance with product manuals included on kamoka.pl website during assembly and exploitation of Products,
  - normal wear and tear as a result of normal vehicle use,

- assembly of Products in vehicles used for commercial purposes or vehicles for special purposes, e.g. health service, special services, etc.
- Products were installed in compliance with their intended use included in Kamoka catalogue available at [www.kamoka.pl](http://www.kamoka.pl)
- Products were damaged due to improper assembly, use of improper parts or use of the vehicle in a way other than set out in manual provided by vehicle manufacturer,
- Products were prematurely worn due to repeated use of damaged assembly parts: standardized elements, covers, etc.
- damage caused by communication accident, collision or any other mechanical damage,
- damages caused by using the vehicle including the Product in motor sport,
- damages caused by the lack of proper maintenance of the vehicle in which the part was assembled or caused by malfunction of systems with which the Product does not cooperate,
- vehicle was repaired without compliance to a vehicle repair technology; it especially relates to a rule of replacement of parts in pairs, replacement of cooperating elements and replacement of disposable assembly elements,
- inappropriate transport, unloading and storage of Products.

### **§ 3 Scope of Warranty**

1. If only part of the sold Products are faulty, Warrantor's liability is limited only to the faulty Products. Warranty covers only faults of Products resulting from causes included in the sold Products.
2. Entire Warrantor's liability shall be limited only to the price for which the Product was sold. In case of accepting his liability, the Warrantor shall cover all documented costs of assembly and disassembly of the faulty Product up to the amount which is not higher than the price for which the faulty Product was purchased.
3. The Warrantor can release himself from responsibilities resulting from the Warranty by paying the Purchaser the amount equaling price of the faulty Product covered by this Warranty irrespectively of Purchaser's demands, increased by documented costs of assembly and disassembly of the faulty Product up to the amount which is not higher than the price for which the faulty Product was purchased.

### **§ 4 General conditions concerning use**

Only Products used in compliance with enclosed operation and product manuals published on [kamoka.pl](http://kamoka.pl) and according to manuals issued by manufacturer of the vehicle in which Products are assembled.

### **§ 5 Warrantor liabilities and Purchaser rights**

1. Subject to provisions set out in § 2 - § 4, the Warrantor is obliged to remove the physical fault of the Product or to provide faultless element, provided that these fault are revealed during the period defined in warranty statement. In case when replacement or repair of the Product is impossible or connected with considerable costs, the Warrantor shall have a right to decrease the Product price by returning a part of the price paid to the Purchaser executing his rights related with the Warranty.

2. The Warrantor shall be released from warranty related responsibility if the purchaser was aware of Product fault before the purchase.
3. In case of mechanical damages of Products arisen before the object was handed over to the Purchaser, such damages shall be confirmed in the Product acceptance protocol from transportation signed by the driver. Failure to meet the requirements set out in this provision shall make the claim unrecognized.
4. In case of recognizing any Product faults, the Purchaser shall be obliged to refuse to assemble the Products, immediately inform the Warrantor, secure the Products against damage and issue written complaint.
5. If the Purchaser assembled the Products with visible or previously recognized faults, the Warrantor shall bear no responsibility related with disassembly and reassembly of the faultless Products.
6. In case of revealing the product fault, the Purchaser who is not a customer shall immediately, but no later than 7 days from the date of reveal, issue a complaint and the Customer shall do the same not later than 14 days from the date of reveal. Along with the complaint or immediately after it is issued, the Purchaser shall deliver the Product included in the complaint to a store in which it was purchased or to the Warrantor's office, his branch or distributor. The Warrantor can release the Purchaser from the responsibility of delivering the Product.
7. The Warrantor shall take an attitude towards Purchaser's claims and respond to the warranty complaint within 30 days from the date of delivery of the claim to the Warrantor and delivery of the Product included in the complaint in a form set out in section 6 of this paragraph from the date of the event which occurred later. In case of a necessity of visual inspection of the Products included in the complaint to be executed by the Warrantor, Warrantor's authorized representative shall execute such inspection within the period agreed upon with the Purchaser and document this action in a complaint report. The Purchaser is obliged, upon Warrantor's request, to disclose documents concerning periodic inspections of vehicle in which the Product was assembled and vehicle use. The 30-day period does not run within the period from the date when the Warrantor notified the Purchaser about a necessity of executing visual inspection. The 30- day period can be prolonged in case: of necessity of executing expertise of the claimed Products, there is no possibility of executing the aforementioned visual inspection and not longer than 90 days in case of situation in which the Warrantor is not able to meet the deadline from technical and organizational reasons resulting from the scope of type of claims.
8. A prerequisite for the execution of warranty rights is disclosure of the following documents by the Purchaser to the Warrantor:
  - a) warranty claim – a form is available at [www.kamoka.eu](http://www.kamoka.eu)
  - b) proof of purchase of the Product/s or a proof of purchase of Products within the scope of the executed service,
  - c) labels enclosed to Products covering the whole claimed batch of Products.
9. Warranty claim can be issued:
  - a) in a written form to the address: ul. Wenecka 12, 03-244 Warsaw, POLAND
  - b) through a tab on [www.kamoka.eu](http://www.kamoka.eu) website
10. In case the Warrantor accepts the claim and replaces the Products, faulty Products become his property after replacement. This provision is appropriately applied in case of returning the price for a faulty Product.
11. Due date for fulfilment of Warrantor's decisions resulting from acceptance of the claim shall be determined individually.

12. In case when the Purchaser indicated his e-mail address, the parties recognize effective delivery of Warrantor's declarations and decisions onto this e-mail address indicated by the Purchaser. The Purchaser is obliged to update e-mail service addresses indicated to the Warrantor. Failure to inform the Warrantor by the Purchaser about changing e-mail address shall result in recognition of Warrantor's declarations and decisions sent on a previous address indicated by the Purchaser.
13. The Purchaser gives his consent to process his personal data for the purposes of execution of warranty provisions and can give his consent to process his personal data for marketing purposes.
14. Purchaser's personal data shall be processed by the Warrantor and his authorized entities and entities cooperating with the Warrantor within the aforementioned scope. The Purchaser shall have a right to access his data and modify these data by issuing a demand towards the Warrantor.
15. The Purchaser shall have a right to cancel his consent to process his data at any time by sending the Warrantor a written declaration concerning such cancellation in Warrantor's registered office address. Cancellation of the consent becomes valid in a moment of delivery of the written declaration.
16. Cancellation of consent to process personal data is equal to resignation from the Warranty and loss of rights related with this Warranty, including rights related to events which had occurred before the consent was cancelled.
17. The Warrantor is the administrator of Purchaser's personal data. 18. This General Conditions of Quality Warranty shall apply to Products purchased after 1 January 2018