
General Terms and Conditions of Warranty **of the product manufactured by Modular System Sp. z o.o.** **(hereinafter also: "MS" or "Manufacturer")**

The product (hereinafter also referred to as the "**container**") is intended for use as a temporary structure in accordance with Article 3(5) of the Construction Law of 7th July 1994 (Journal of Laws 2010, No. 243, item 1623, as amended), for temporary human occupancy or by individual agreement for specialised products.

Prior to operating the container, it is important to read these *General Terms and Conditions of Warranty, the Operating Instructions for Container Systems, the Terms and Conditions for the Transport, Delivery and Installation of Containers manufactured by Modular System Sp. z o.o.* and the warranties and instructions of the manufacturers of the accessories, as well as the general safety rules.

1. GENERAL TERMS AND CONDITIONS OF WARRANTY

- 1.1. The Manufacturer provides a warranty on the condition that the container is used in accordance with its intended use and in accordance with the content of these *General Terms and Conditions of Warranty, the Operating Instructions for Container Systems and the Terms and Conditions of Transport, Delivery and Installation of Containers manufactured by Modular System z o.o.*
- 1.2. A necessary condition for maintaining the warranty is also documentation of:
 - a) all activities related to transport, assembly, disassembly of the container and
 - b) all checking, maintenance, servicing, inspection and similar operations on the container, its components, installations or accessories (with particular reference to sanitary installations, including air conditioning and electrical installations)in a manner confirming the date of such operations, the method of such operations and the persons carrying out such operations, in particular in a manner confirming that the operations which are required to be carried out by persons authorised by the Customer with the relevant qualifications and legally required authorisations have been carried out by such persons.
- 1.3. The standard warranty period is 24 months and is calculated from the date of the manufacturer's VAT invoice documenting the sale of the container in question.
- 1.4. The warranty is valid on the basis of the original invoice documenting the sale of the container in question, including the serial number and date of sale of the container. The original invoice is proof of the start of the warranty period.
- 1.5. The warranty period is not extended by the period of repair.
- 1.6. The Warranty expires in the following cases:
 - damage to the container structure,
 - carrying out any alterations contrary to the rules of technical knowledge,
 - carrying out any alterations that damage the container or affect the quality, durability or functioning of the container or any of its individual components (in particular in the event of alterations that do not comply with occupational health and safety or fire regulations or pose a direct threat to human health or life, as well as in the event of alterations being made that are contrary to the provisions of building law, in particular the provisions of the Act of 7th July 1994 - Building Law. (Journal of Laws of 2010 No. 243, item 1623 as amended),
 - failure to document any of the actions indicated in (1.2) of these General Terms and Conditions of

Warranty in a manner consistent with the requirements set forth therein,

- any activities that are required to be carried out by persons authorised by the client with the necessary qualifications and authorisations by law are carried out by a person or persons who do not meet these criteria.
- 1.7. In the case of a container with additional equipment, in particular: heating appliances, air conditioners, household appliances, sanitary appliances, electrical appliances - the warranty for the built-in equipment is provided by the manufacturers of these equipment and applies according to the rules and performance requirements of their manufacturers.
- 1.8. The warranty does not cover the following:
- mechanical damage and internal and external defects caused by failure to comply with the terms and conditions - during vertical and horizontal transport, foundation and assembly - contained in the *Terms and Conditions of Transport for the Delivery and Installation of Containers manufactured by Modular System Sp. z o.o.*
 - defects caused by incorrect handling and operation of the container as specified in the *Operating Instructions for Container Systems* (in particular dirt of any kind - mortar, foam, use of inappropriate chemicals for cleaning and washing, etc.),
 - defects resulting from lack of or inadequate maintenance,
 - defects caused by fortuitous events beyond the manufacturer's control and operating conditions (in particular events such as storm, flood, fire, burglary, etc.),
 - components subject to natural wear and tear,
 - defects caused by the self-finishing of the container (applies to self-finishing containers).
- 1.9. Service repairs and inspections of the container or its components, as well as service repairs and inspections of the container's installations and accessories, should be carried out by persons authorised by the customer who are suitably qualified and legally authorised. The container and its fittings and accessories must be inspected at least once a year. Container air conditioners must be serviced in accordance with the unit manufacturer's instructions and warranty. As a prerequisite for maintaining the warranty, the above-mentioned inspections must be documented in the manner specified in (1.2) of these General Terms and Conditions of Warranty, under pain of loss of warranty rights.
- 1.10. In the event of an unjustified complaint, all costs associated with the handling of the complaint shall be borne by the claimant - including, in particular, travel costs, transport costs, wages, material costs, parts costs and similar costs.
- 1.11. The Manufacturer is not responsible for the materials and manner of workmanship used by the customer or third parties, as well as all defects arising as a result of the aforementioned self-finishing of the container in the case of purchase of containers for self-finishing (e.g., without electrical, water, lining, etc.) are not covered by the Manufacturer's warranty.
- 1.12. In the event of purchase of containers without walls, the Customer, in order to maintain rights under the warranty in the scope covering floor plates, wall plates and possible additional equipment, is obliged to use additional service of the Manufacturer to protect containers without walls during transport and storage. Otherwise, the Manufacturer shall not be liable for damage or defects caused during transportation and storage including transportation performed by or on behalf of the Manufacturer.
- 1.13. In the event that the product was manufactured by the Manufacturer on the basis of construction data, model drawings, sketches provided by the Customer, and documentation accepted by the Customer, the Manufacturer's responsibility does not extend to the correctness of the construction, but only to the conformity of the workmanship with the Customer's requirements. In such cases, the Customer

shall further indemnify the Manufacturer from any liability for third-party complaints, as well as for penalties, fines, fees and other public charges. After the Manufacturer provides information about a complaint, penalty, fine, fee or other public law burden, or after the transmission of a final judgment or final administrative decision covering a third party's complaint or liability for penalties, fines, fees or other public law burdens, the Customer shall:

- a) promptly satisfy the complaint of a third party or make payment of a penalty, fine, fee or other public charge in full, unless making such payment directly by the Customer would be contrary to mandatory provisions of law. In the event of payment under any of the aforementioned titles by the Manufacturer, the Customer shall promptly reimburse to the Manufacturer, upon demand by the Manufacturer, the equivalent of the charge incurred by the Manufacturer in full,
- b) cooperate with the Manufacturer to the fullest extent possible in defending against third-party complaints, or in defending against the imposition of penalties, fines, fees or other public law charges - in particular, promptly providing the Manufacturer with all documents and information necessary in this regard, as well as promptly entering into litigation or other proceedings on the side of the Manufacturer.

- 1.14. If, according to the Manufacturer, the cost of repairing a container component exceeds the value of that component, the warranty holder shall be obliged to disassemble and return the defective container component at his own expense and risk. Upon receipt of the component of the container, the Manufacturer, after confirming the legitimacy of the request, shall send a new or repaired component of the container at its own expense to the entity entitled under the warranty. The warranty holder shall install the aforementioned new or repaired component of the container at its expense and risk.
- 1.15. Complaints regarding the container should be submitted by e-mail, or by postal mail to the following address: Modular System sp. z o.o., Bielska ul. 19, 09-412 Ogorzelice, e-mail: serwis@modularsystem.pl or through the complaint form found on the modularsystem.pl website.
- 1.16. Defects revealed during the warranty period must be reported immediately, but no later than within 7 days of their occurrence or discovery - under pain of losing warranty rights.
- 1.17. The Manufacturer shall consider and respond to the complaint immediately, no later than 14 (fourteen) days from the date of filing the complaint. In the event that the consideration of a complaint requires a longer period of time - the Manufacturer shall provide appropriate information on this matter, informing the Customer about the time needed to consider the complaint. The Manufacturer shall fulfill its obligations under the warranty within 30 (thirty) days from the date of filing the complaint. In the event that the performance of these obligations requires a longer period of time - the Manufacturer shall provide appropriate information to the Customer on this matter, informing about the time needed to perform the obligations arising from the warranty.
- 1.18. In the event of a complaint, the Customer is obliged to make the subject of the complaint available to the service team authorised by the Manufacturer in order to handle the above-mentioned complaint under penalty of the complaint being considered unjustified and the Customer being charged with the costs related to the travel of the service team. The manufacturer shall prepare appropriate documentation regarding the scope of repairs performed and the change of the warranty period.
- 1.19. The Manufacturer's liability under the warranty for physical and legal defects of the containers is fully excluded.
- 1.20. the competent court for resolving warranty claims shall be the common court having jurisdiction over each Manufacturer's registered office.
- 1.21. To the extent not regulated by these General Terms and Conditions of Warranty, the provisions of the agreement between the Manufacturer and the Customer as well as the applicable provisions of Polish law shall apply.

Note:

The Manufacturer reserves the right to make changes to these General Terms and Conditions of Warranty, details of construction and quantity solutions of elements and accessories. Should the User have any questions or doubts while using the container, please contact the Manufacturer directly. It is prohibited to make any changes to the product during operation that are inconsistent with the principles of technical knowledge, to make any changes that violate the container or affect the container, including the quality, durability or functioning of the container or its individual elements (in particular, making changes that do not comply with occupational health and safety regulations and fire protection or pose a direct threat to human health or life, as well as making changes inconsistent with the provisions of construction law, in particular the provisions of the Act of 7th July 1994 - Building Law. (Journal of Laws of 2010 No. 243, item 1623 as amended).