

**CONDITIONS FOR ADDITIONAL GUARANTEE
CAR TRAILERS MANUFACTURED BY
MARTZ LIMITED LIABILITY COMPANY IN SWIDNIK**

§ 1

General information

This document defines the terms and conditions of granting an additional commercial guarantee (hereinafter referred to as: Additional Guarantee) to the Purchaser by the Seller MARTZ Spółka z ograniczoną odpowiedzialnością with its registered in Świdnik (ul. Al. Lotników Polskich 1, 21-040 Świdnik) entered into the Register of Entrepreneurs kept by the District Court Lublin-Wschód in Lublin with its seat in Świdnik VI Wydział Gospodarczy Krajowego Rejestru Sądowego entered in the National Court Register (KRS) number 0000549775, Polish VAT registration number 7123294793 for car trailers manufactured by MARTZ Spółka z ograniczoną odpowiedzialnością with its registered in Świdnik (ul. Al. Lotników Polskich 1, 21-040 Świdnik) entered into the Register of Entrepreneurs kept by the District Court Lublin-Wschód in Lublin with its seat in Świdnik VI Wydział Gospodarczy Krajowego Rejestru Sądowego entered in the National Court Register (KRS) number 0000549775, Polish VAT registration number 7123294793.

§ 2

Definitions

- 2.1** Additional Warranty - a commercial warranty provided directly by the Seller for the Product, which commences immediately after the expiry of the Manufacturer's Warranty.
- 2.2** Manufacturer's warranty - factory warranty provided by the Manufacturer.
- 2.3** Guarantor - MARTZ Spółka z ograniczoną odpowiedzialnością with its registered office in Świdnik
- 2.4** Purchaser - the entity that purchased the Product from the Seller.
- 2.5** Product - products and equipment components offered by MARTZ Sp. z o.o., as well as spare parts thereof purchased by the Purchaser from the Seller.
- 2.6** Seller - MARTZ Spółka z ograniczoną odpowiedzialnością with its registered office in Świdnik 2.7
Manufacturer - MARTZ Spółka z ograniczoną odpowiedzialnością based in Świdnik.

§ 3

Entitlements under the Additional Guarantee

- 3.1** The additional guarantee shall not affect the Purchaser's rights under the warranty provisions for defects of the goods sold.
- 3.2** The additional Guarantee is provided against payment for a period of 12 months, which starts at the end of the Manufacturer's Guarantee period.
- 3.3** The scope of the additional Guarantee includes:
 - 1) Chassis structural components - frame components, drawbar components;
 - 2) structural elements of the body - sides, floor;
 - 3) electrical installations.
- 3.4** The additional warranty does not cover:
 - 1) defects and damage discovered or reported after the expiry of the Additional Guarantee period;
 - 2) natural wear and tear of consumable parts such as brake linings and their components, brake cables and their components, tyre tread, light bulbs, etc.; and deteriorating aesthetics of the Product resulting from its use and the passage of time;

- 3) defects and damage caused directly or indirectly by natural forces such as hail, lightning, frost, water, salt, the effects of chemical substances, UV radiation, etc.;
- 4) Defects and damage resulting directly or indirectly from: non-compliance with the operating instructions, misuse of the Product, use of inappropriate consumables (e.g. grease, oils, etc.) or chemicals intended for cleaning surfaces, or use of parts / components not recommended by the manufacturer;
- 5) defects and damage caused directly or indirectly by a change in the original form or function of the Product, including malfunction of the Product caused by a conflict between self-assembled components or parts;
- 6) defects and damage caused directly or indirectly during transport of the Product, caused by improper use or storage of the Product, caused by use of the Product contrary to its intended use or the instructions for use;
- 7) damage resulting from fortuitous events (electrical faults, fire, flood, traffic collisions and accidents, etc.),
- 8) damage resulting from operating the Product under conditions or in a manner inconsistent with the manufacturer's specifications or instructions for use and under abnormal weather conditions;
- 9) defects and damage to the Product that may be directly or indirectly caused by the use of a Product that was not in full working order and/or had a mechanical defect at the time the defect or damage occurred,
- 10) consumable components and items of equipment covered by a separate warranty;
- 11) surface corrosion caused by the impact of stones, gravel or other abrasive materials,
- 12) discolouration of galvanised sheets due to weathering

3.5 The Purchaser loses its rights under the Additional Guarantee in the event of:

- 1) Failure to comply with the instructions for use of the Product, including misuse of the Product;
- 2) failure to perform the periodic inspection of the Product by the service of the Guarantor (or indicated by the Guarantor) within the deadlines specified in the user manual (periodic inspections are not performed under the granted warranty and are charged)
- 3) Failure to report the defect as soon as it is discovered, but no later than within 7 days of its discovery,
- 4) that the Product is found to be incomplete, that unauthorised repairs to the Product have been made, that trailer components have been modified or that structural changes have been made.
- 5) Failure to carry out the actions described in the operating instructions, which the Purchaser is obliged to carry out himself and at his own expense.

3.6 Claims under the Additional Guarantee should be addressed to the seller - MARTZ Spółka z ograniczoną odpowiedzialnością, Świdnik.

§ 4

Purchase of Additional Warranty

4.1 Acquisition of the right to an Additional Warranty is possible at the time of purchase of the trailer or up to 14 days after the purchase of the product. Subsequent acquisition of the Additional Warranty is not possible.

4.2 The additional warranty applies only to Products purchased from MARTZ Spółka z ograniczoną odpowiedzialnością, Świdnik.

§ 5

Other Warranty Terms and Conditions

Otherwise, the General Terms and Conditions of Guarantee for Car Trailers of the manufacturer MARTZ Spółka z ograniczoną odpowiedzialnością, Świdnik, shall apply.

§ 6

Final provisions

The Regulations shall enter into force on 12.12.2022 and shall apply to Additional Guarantees purchased from the date of their entry into force.