

FANUC POLSKA SP. Z O.O. GENERAL TERMS AND CONDITIONS OF WARRANTY

These General Terms and Conditions of Warranty supplement the General Terms and Conditions of Sale of **FANUC Polska Sp. z o.o. in Wrocław (52-407) ul. Tadeusza Wendy 2** (hereinafter referred to as "**FANUC Polska**"). These General Terms and Conditions of Warranty have been published at the Internet site of FANUC Polska: www.fanuc.pl. These General Terms and Conditions of Warranty of FANUC Polska are integral part of each offer for any product of FANUC Polska, unless the parties decide otherwise.

All provisions of these General Terms and Conditions of Warranty apply.

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1. DEFINITION OF WARRANTY

The purpose of FANUC Polska is to minimise the defects that may occur in products being offered by using the highest class projects and production methods. In case of a defect of a product, FANUC Polska is obliged to diagnose the defect of the FANUC Polska's product and to restore the product to a condition where it can be re-used in compliance with provisions contained in these General Terms and Conditions.

1.1 TERMS AND CONDITIONS OF WARRANTY FOR SPECIFIC PRODUCTS

The FANUC products listed below (hereinafter referred to as "FANUC Systems") offered by FANUC Polska are covered by the Full Service Warranty since they have been sent from FANUC Europe Corporation S.A. in Luxembourg to the Client/User. The FANUC Systems shall include the following items:

- FANUC CNC Control Systems
- FANUC Industrial Robots
- Roboshot FANUC Injection Machines
- Robodrill FANUC Machine Tools
- Robocut FANUC Machine Tools
- FANUC Laser Systems

In case of the FANUC Systems covered by the two-year warranty, the warranty shall be valid for the maximum period of **thirty (30) months** from the date of dispatch, but for no longer than **twenty four (24) months** from the First Start-Up by the User, depending on which of the above periods expires earlier.

In case of the FANUC Systems covered by the one-year warranty, the warranty shall be valid for the maximum period of **eighteen (18) months** from the date of dispatch, but for no longer than **twelve (12) months** from the First Start-Up by the User, depending on which of the above periods expires earlier.

The standard warranty period for each of the following FANUC Systems is:

- a) FANUC CNC Control Systems – 24 months from the start-up of the equipment at the User's site, but no longer than 30 months from the date of dispatch from FANUC Europe Corporation S.A. in Luxembourg.
- b) FANUC Industrial Robots – 12 months from the start-up of the equipment at the User's site, but no longer than 18 months from the date of dispatch from FANUC Europe Corporation S.A. in Luxembourg.
- c) Roboshot FANUC Injection Machines – 24 months from the start-up of the equipment at the User's site, but no longer than 30 months from the date of dispatch from FANUC Europe Corporation S.A. in Luxembourg.
- d) Robodrill FANUC Machine Tools – 24 months from the start-up of the equipment at the User's site, but no longer than 30 months from the date of dispatch from FANUC Europe Corporation S.A. in Luxembourg.
- e) Robocut FANUC Machine Tools – 24 months from the start-up of the equipment at the User's

site, but no longer than 30 months from the date of dispatch from FANUC Europe Corporation S.A. in Luxembourg.

- f) FANUC Laser Systems – 24 months from the start-up of the equipment at the User's site, but no longer than 30 months from the date of dispatch from FANUC Europe Corporation S.A. in Luxembourg.
- g) Any **software is covered by the warranty for the period of ninety (90) days** from the date of dispatch from FANUC Europe Corporation S.A. in Luxembourg, whatever the sales channel.

In exceptional cases warranty can be granted for individual FANUC production parts that are components of systems which are not FANUC Systems.

In exceptional cases the warranty period for the FANUC Systems covered by the 30-months warranty can be **18 months**.

In certain circumstances it is also possible to buy extended warranty period (up to 36 months from the date of installation of the FANUC System at the User's site).

During the warranty period the Client is obliged to carry out preventive interim inspections of the FANUC Systems. Costs of the interim inspection shall be covered by the Client.

The inspections must be carried out in accordance with the FANUC Polska's recommendations (not less than once in 12 months) and by the FANUC engineers. Should the preventive interim inspection not be performed, the Client shall lose his warranty rights.

FANUC Systems should only be operated by trained and qualified personnel. In addition, the Customer is obliged to perform daily inspection of the device, in the form of visual control, particularly in the working area of the device, as well as to control the list of alarms and parameters related to the load of the device. In the case of finding any irregularities, damages, overload or alarms, which could significantly impact the technical condition of the device, the customer is obliged to immediately report this fact to FANUC Polska. If the displayed alarm code or parameter is unknown to the customer and undescribed in the operating instructions, please contact FANUC Polska and request explanations. If the above obligations are not fulfilled, the Client shall lose his warranty rights.

The Full Service Warranty shall cover all costs of Spare Parts* that have arisen in the warranty period, as well as costs of the service visits at the Users' sites provided that before a product defect occurred the FANUC System had been correctly installed and used in accordance with the FANUC Polska's specifications and instructions.

The Full Service Warranty shall only cover the defects that concern the FANUC products. Further, the Full Service Warranty shall not cover other services such as application support and/or support of start-up at the machine tool builders', system integrators', dealers' and Users' locations.

Pursuant to the FANUC Polska's General Terms and Conditions of Sale, FANUC Polska will decide, at its own discretion, as to whether to repair or to replace a defective product.

*Spare Parts include modules, drives, engines, processors, transmission gears, screens etc. that constitute the full FANUC System. Parts that are subject to wear, deemed to be consumables, such as accumulators, fuses, oils, optics, filters, cables etc. shall not be covered by the warranty.

Important note: If, for any reason, the Full Service Warranty or the Labour Guarantee is not granted for the FANUC System, then costs of the service visits shall not be paid by FANUC Polska under the product warranty.

Further, in such case, FANUC Polska cannot have the warranty transferred to other FANUC service representatives (see clause 1.2 "Warranty Entry to the Register"). Therefore spare parts will be supplied under the warranty exclusively to the machine tool builders, system integrators or dealers whose main office is registered in Europe.

1.2 WARRANTY ACTIVATION PROCEDURE

In order to make use of the Full Service Warranty or the Labour Warranty it is necessary to fill-in correctly the Warranty Registration Notice (WRN); this will enable FANUC Polska to initiate the international warranty transfer. To register the users of the FANUC Polska's products, FANUC Polska uses the machine tool builders, system integrators or dealers who are obliged to notify the branch of FANUC Polska (within 7 days) of commissioning of the FANUC Systems. In the course of the procedure, a local FANUC branch operating in a given country is informed, using the Warranty Registration Notice, about the User data and the place and date of installation of the FANUC System.

In order to implement the above registration procedure, it is necessary to provide the following data:

- Date of commissioning of the system
- User data, name and address of registered office
- Model and serial number of the FANUC System
- Serial number of the machine, if applicable
- Industry in which the User operates
- Intended use of the FANUC System being installed

FANUC Polska confirms the correctness of filling-in the Warranty Registration Notice and the granting of warranty only after the Standard Export Control has been performed. Exceptionally, if any non-conformities are identified in the course of the Export Control, the warranty may be suspended until objections are clarified.

By confirming the registration procedure, FANUC Polska acknowledges the warranty term and gives right to use the Full Service Warranty throughout the world, in all regions where FANUC Europe Corporation S.A. is represented by own related companies or by related companies of FANUC LTD.

The FANUC Polska's Service Partners are located throughout the world and the list of Service Partners is available at www.fanuc.eu. The Full Service Warranty and the Labour Warranty is available in all countries specified on the list. Countries which have not been listed are "Self-Service Areas" where the Full Service Warranty and the Labour Warranty is not available. In case of the "Self-Service Areas", the machine tool builders and system centers and dealers are obliged to deliver sets of Spare Parts to the place where the FANUC Product has been installed. FANUC Polska shall deliver Spare Parts to the FANUC products within the "Self-Service Areas" only within the reach of main offices registered in Europe.

FANUC Polska shall transfer the Full Service Warranty or the Labour Warranty in relation to all main components which are manufactured by FANUC and which constitute the FANUC System:

- CNC / Laser / Robot/ Roboshot / Robocut / Robodrill
- FANUC Operator Panels
- I/O Systems

- Power supply modules
- Amplifiers
- Spare and unloading units
- Servo and spindle motors

The Full Service Warranty or the Labour Warranty shall not be transferred in relation to subcontracted components provided by third parties, such as:

- Electric cabinet components not manufactured by FANUC, even if the cabinet itself was manufactured by FANUC (e.g. contactors, transmitters etc.)
- Operator panels not manufactured by FANUC
- Quick Panels
- Wiring (part number: LX...)

In case of the above components, FANUC Polska only grants a local warranty within the area in Europe where the services are provided or for the machine tool builders, system integrators or dealers whose main office is registered in Europe.

1.3 PROCEDURE FOR REPORTING WARRANTY DEFECT

a. In case of a defect, the Client must report it as soon as possible to FANUC Polska in writing, by fax or by e-mail. In order to effectively use the warranty rights, it is necessary to report the defect within the term of the warranty. The person who reports the defect must describe it in detail based on the available technical documentation and the product service manual, in particular the alarm messages displayed in the device must be provided. To report the defect relevant form prepared by FANUC must be used; the form is available at the Internet site of FANUC Polska.

b. After the defect is reported, the Client must follow the instructions provided by FANUC Polska, in particular must stop using the equipment until the FANUC Polska representatives arrive. If the defect is such that, according to FANUC Polska, it will not be necessary for the FANUC Polska representatives to visit the Client's site, then FANUC Polska will give to the Client the instructions, using remote communication means (e.g. e-mail, telephone, fax), that will enable him to remove the defect by the Client himself.

c. FANUC Polska will use every effort to perform the warranty repair in the shortest possible time taking into account the actual availability of spare parts and of service engineers and the accuracy of the information provided by the Client. FANUC Polska will take efforts to inform the Client of the planned date of performance of the warranty repair.

d. Should it be determined that the defect reported by the Client is not covered by the warranty, then FANUC Polska shall charge the Client with all costs incurred in connection with the FANUC Polska's visit at the Client's site, in particular with the costs of travel of the FANUC representatives, the costs of transport of the equipment to the place of repair and the costs of labour – using prices specified in the current FANUC Polska's price list. As soon as possible after it has been determined that a given defect is not covered by the warranty, FANUC Polska shall inform the Client about that fact and about the estimated cost of removal of the defect. After the above cost is accepted by the Client, FANUC Polska will continue the repair.

1.4 SPARE PARTS WARRANTY

The Spare Parts for the FANUC Systems offered by FANUC Polska have **twelve (12) months** warranty valid from the date of their dispatch from FANUC Polska.

In case of parts installed by non-FANUC Polska engineers, it is required to provide the order number in order to confirm compliance with provisions of clause 2 "Warranty Returns". The Client must provide FANUC Polska with the proof that a given part was damaged as the result of normal use.

In all cases, the Spare Parts are delivered by FANUC Polska from its warehouses *ex-works*. FANUC Polska reserves the right to deliver renewed or new or alternative parts depending on their availability in order to ensure functional compatibility.

1.5 SERVICE WARRANTY

The warranty for Service Works is 12 months. The FANUC Polska's warranty for Service Works includes exclusively the right to re-perform the service free of charge.

The warranty for Service Works does not include defects caused by interventions of the entities other than FANUC Polska into the equipment.

If the defect is not caused by defective Service Works, then FANUC Polska shall remove the defect at the request and the expense of the Client.

In addition to the Service Works warranty, FANUC Polska provides a warranty for spare parts delivered and installed by FANUC Polska, within the scope and for the duration specified in the General Terms and Conditions of Warranty.

1.6 VERIFICATION OF WARRANTY RIGHTS

Considering various construction of the FANUC products, the warranty rights are determining taking into account the following criteria:

1. FANUC CNC

Serial number of a FANUC system is the reference to all parts used in a given machine.

2. Robot, Robodrill, RoboCut and Roboshot

Serial number of a FANUC system identifies all parts/elements of a given machine.

3. Spare Parts

In order to make a warranty claim, the Client must provide a detailed information from the invoice for delivery of a given spare part.

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After a new Spare Part is received, the defective parts of FANUC must be returned within **ten (10) days** to FANUC Polska. Together with the defective part, the correctly filled-in **“Return Material Authorization” (RMA)** form must be returned and the serial number of the FANUC System must be provided. The “Return Material Authorization” (RMA) form with the issue description must be put into the package in which the new Spare Part was delivered.

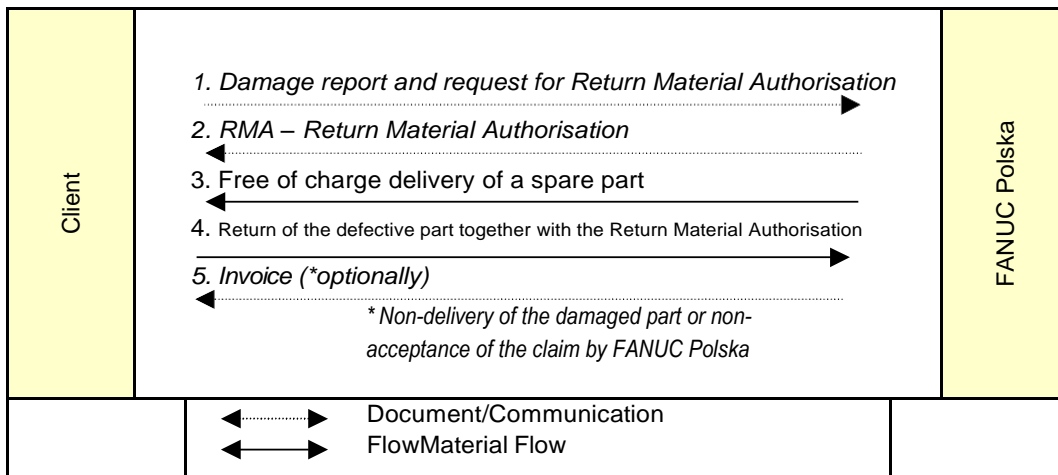
Important note: Before any materials are returned, a local branch of FANUC Polska must be contacted to obtain the “Return Material Authorization” (RMA). The form will be sent as soon as possible by e-mail or by fax. The form must contain the information such as: sender, part number, FANUC Polska address of delivery; the form must be treated as the consignment cover letter.

After the consignment is received, FANUC Polska shall verify whether the returned spare parts have not been damaged physically by the User or during delivery (see clause 3.0 „Rejection of Warranty Claim”). If the warranty is rejected, then FANUC Polska shall provide the corresponding information regarding rejection of the warranty claim within **fourteen (14) days** from the receipt of the consignment. If the warranty claim is rejected, as well as if the damaged part is not returned, the Client shall be obliged to pay for the Spare Part delivered.

2.1 COST OF DISPATCH

FANUC Polska shall pay in advance all costs of dispatch and customs duties for the warranty-covered Spare Parts sent to the entity making the warranty claim. The entity making the warranty claim must pay in advance all costs of return dispatch of the product to FANUC Polska and the customs duties for the Spare Parts being returned.

2.2 RETURN PROCEDURE



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3. REJECTION OF WARRANTY CLAIM

FANUC Polska reserves the right not to accept the warranty claims in the following cases:

- external damages to electrical equipment (lightning, overvoltage, overload, incorrect connection etc.),
- physical damage due to improper use,
- damages caused by fire or water,
- non-compliance with the RMA return procedures,
- no damage report,
- no product damages were detected,
- product is dirty, unless the product has been adapted to be used in such conditions,
- unauthorised repairs or modifications,
- removal of the identification marks and/or of the serial number,
- other causes for which FANUC Polska is not liable.

4. PACKAGING

All parts being returned to FANUC Polska must be duly and carefully packaged in order to avoid any additional damages during transportation.

Preferred mode of return:

Parts must be returned in original package

Alternative mode of return:

- Parts must be packaged in such a manner so as to secure them against shocks and vibrations or swaying during transportation.
- The electronic modules such as printed circuits must be placed in an anti-static or non-conductive package and sent in a container that protects the objects inside against shocks and vibrations.
- Packaging is prohibited using free polystyrene pieces as they allow for movements of the module during transportation.
- Enclosed components, such as cassettes, must be packed using plastic foil in order to prevent the packaging material from entering inside the cassettes, connectors, contacts and any similar materials.
- Cassettes must be placed in a cartoon box filled with material that absorbs shocks and prevents them from displacing.

FANUC Polska reserves the right to reject warranty claims regarding materials that have been improperly packed and the right to return them at the Client's expense.