



QUALITY WARRANTY FOR SH series, AV series JUNCTION BOXES

§1 GENERAL PROVISIONS

1. KENO Spółka z o. o. with its registered office in Gliwice, Poland, at ul. Daszyńskiego 609, 44-151 Gliwice entered in the Register of Entrepreneurs in the District Court in Gliwice 10th Commercial Division of the National Court Register under the KRS (National Court Register) number: 0000688578, NIP (Tax ID No.): 6312671983 REGON (Polish Business Reg. No.): 367870863 hereinafter referred to as the Warrantor or KENO.
2. The connection boards are of sound quality, have properties as declared in the technical specifications and will operate efficiently and will not break down for the period indicated in this limited warranty.
3. This warranty does not exclude or limit the rights of the consumer purchaser under the provisions of statutory warranty for defects of the goods sold. The consumer may exercise statutory warranty rights independently of the rights under this limited quality warranty. Claims under statutory warranty for defects of the goods sold shall be handled by the Seller.
4. This limited warranty for quality shall apply only to connection boards manufactured by the Warrantor and placed for the first time in the market in the European Union and the United Kingdom through installation at the end customer's premises.
5. This limited warranty for quality does not require the signature of the Warrantor.
6. Any changes to the content of this limited warranty for quality require a written declaration from the Warrantor to be valid.

§ 2 WARRANTED PRODUCTS

1. The limited warranty for quality covers connection boards manufactured by KENO Sp. z o. o.

§ 3 COMMENCEMENT OF THE WARRANTY PERIOD

1. The warranty period applicable to the connection boards manufactured by KENO Sp. z o. o. commences 30 (thirty) days from the date of purchase of the connection boards from KENO distribution network or from the date of installation, whichever comes first.

§ 4 WARRANTY PERIOD AND SCOPE

1. KENO Sp. z o. o. warrants that for a period of five years from the date of commencement of this limited warranty for quality, the connection board that is covered by this warranty will operate faultlessly and will not break down due to defects in design, material or process.

The 5-year warranty does not cover:

- connection boards that use Dehn surge arresters,
- ATS switchgear,
- customised connection boards made with the use of non-standard components.

For the above-mentioned connection boards, KENO provides a two-year warranty period.

§ 5 METHOD OF COMPLAINT

1. All claims should be submitted via the B2B platform or electronically to reklamacje@keno-energy.com.
2. All complaints should be submitted without delay, no later than 7 days after the defect is found.
3. A complaint should include at least
 - a) details of the person making the complaint,
 - b) proof of purchase/order number,
 - c) precise indication of the goods complained of and their quantity,
 - d) a detailed description of the defects found,
 - e) the date the defect was found,
 - f) photographic documentation showing the defect,
 - g) the serial number on the nameplate or the label with the index of the connection board,
 - h) measurement report and cable continuity test report drawn up after installation of the connection board.
4. In the event of complaint acceptance, the Warrantor will, at its discretion, replace, repair or refund the value of the connection board specified in the VAT invoice to the claimant free of charge.
5. The Warrantor undertakes to meet the warranty obligations by performing remedial measures within 30 (thirty) days from the date of the decision accepting the complaint.
6. In the event that the Warrantor decides to replace a defective product which is no longer manufactured, the Warrantor may supply a product with similar or better technical properties. The choice of the product to be replaced is at the sole discretion of the Warrantor.

§ 6 WARRANTY EXCLUSIONS

1. The above warranty shall not apply if the defects have been caused by improper transport, handling, connection, maintenance or external influence.

2. This warranty does not apply if the defect or damage has arisen due to:

a) Failure to comply with any of the requirements in the installation instructions for the KENO brand connection boards,

b) Installation of the connection board by personnel not authorised under local regulations or by unprofessional or untrained personnel,

c) Installation of the connection board in a location where its operating conditions are not within the range specified in the installation instructions,

d) Cracking of the connection board housing caused by external forces,

e) Intentional damage, unauthorised modifications, chemical reactions or use of unsuitable spare parts,

f) Damage to the building in which the connection board is installed,

g) Natural disaster,

h) Use of the connection board contrary to its intended use,

i) Fulfilment of the purpose of the semi-finished products used in the manufacture of the connection board due to their normal wear and tear

3. KENO Sp. z o. o. shall not be liable to the customer or any other third party for failure or delay in performance of its obligations, including those under this Limited Warranty, if the failure or delay is due to circumstances beyond its reasonable control, e.g. acts of war, strikes, insurrections, lack of availability of suitable and sufficient labour, materials, production capacity, technical failures, loss of profit or other unforeseeable events beyond KENO's control ("force majeure events"), including but without limitation to, events or technical and physical conditions that were not sufficiently known or understood at the time the module was sold or the claim occurred.

4. The remedies indicated in § 5 for resolving a complaint are the only remedies provided under this warranty. KENO Sp. z o. o. declares that it accepts no liability for costs arising from the exercise of the rights of this warranty. In particular, KENO Sp. z o. o. assumes no liability for costs of transport, insurance, customs clearance, disassembly and assembly of the connection boards complained of.

5. The Warrantor does not accept any liability for lost profits, indirect, consequential and exemplary damages, (including loss of production, loss of profits, loss of goodwill, loss of business reputation, losses resulting from delays) under this limited warranty for quality.



§ 7 FINAL PROVISIONS

1. Should any part of the provisions or clauses of this warranty be found to be void or unenforceable or invalid, this shall not affect the validity of the remaining provisions.
2. Any disputes that may arise from the application of the provisions of this warranty shall be governed by the laws of Poland and shall be settled by the court having jurisdiction over the Warrantor's registered office.



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