



**METAL-FACH**



## **WARRANTY CERTIFICATE**

**LOADERS**

**POLISH VERSION  
REV. II**







## WARRANTY CERTIFICATE


NAME OF MACHINE

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TYPE / SYMBOL

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SERIAL NUMBER

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YEAR OF MANUFACTURE

MACHINE INDEX No.

DISTRIBUTOR'S STAMP

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CUSTOMER REFERENCE No.

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SALE DATE (DD MM YYYY)

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BUYER'S LAST NAME

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BUYER'S FIRST NAME


BUYER'S ADDRESS

- I hereby give my consent to the above-mentioned company processing my personal data for the purpose of the performance of the Maintenance Service Contract.
- I hereby give my consent to the processing of my personal data submitted in this form to METAL-FACH Sp. z o.o. for the purpose of receiving marketing materials (including calendars, advertising giveaways, etc.) from METAL-FACH Sp. z o.o.
- I hereby give my consent to receive METAL-FACH Sp. z o.o. commercial information and marketing content (including, but not limited to, information on new products, services and contests) to the telephone number indicated above. I agree to the processing of my personal data provided to METAL-FACH Sp. z o.o. in this form.
- I hereby give my consent to the processing of my personal data submitted in this form to METAL-FACH Sp. z o.o. for the purpose of receiving marketing/commercial materials from METAL-FACH Sp. z o.o. and receiving from METAL-FACH Sp. z o.o. at the e-mail address submitted in the form any commercial/marketing information concerning the activities of this company.

Pursuant to Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (The General Data Protection Regulation) of 27 April 2016 (Official Journal of the EU, L 119, 4 May 2016), please be informed that: your personal data is managed by METAL-FACH Sp. z o.o. in Sokółka, ul. Kresowa 62 (entered by the District Court in Białystok, Commercial Court, XII Commercial Division of the National Court Register, under KRS No. 0000140580, NIP No. 545-16-50-398 REGON 052141473, Share Capital PLN 530,000.00).

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
DISTRIBUTOR'S SIGNATURE













## **Metal-Fach Warranty Terms**

Please read these Warranty Terms carefully, follow the instructions for the proper use of the Product (described in the User Manual), use the Product for its intended purpose, strictly observe the Warranty Terms, and keep this document for future reference throughout the entire period of the Product's operation. The knowledge and adhering to the principles set out in the Warranty Terms and User Manual of the Product are requirements for the reliable and long-lasting Product operation.

### **Section 1. Scope of Warranty**

1. The Warranty for this Product is granted by Metal-Fach sp. z o.o., with its registered office in Sokółka, address: ul. Kresowa 62, 16-100 Sokółka, NIP 545-16-50-398, District Court in Białystok, 12<sup>th</sup> Commercial Division, National Court Register No. KRS 0000140580, Share Capital PLN 530,000.00, pursuant to the terms specified in these Warranty Terms.
2. The liability under the Warranty only covers defects in materials or workmanship caused by reasons inherent in the Product at the time of its release to the User. The liability under the Warranty, to the maximum extent permitted by the Law, applies only to defects emerging in the Product.
3. Under the Warranty, the User is granted the right to have the Product repaired free of charge, provided that the defect is discovered during the Warranty Period. The manner of the repair to be carried out shall be solely at the Warrantor's discretion. If the Warrantor finds that repair is impossible, the Warrantor reserves the right (at its sole discretion) to replace the defective part or the entire Product with one free from defects.

### **Section 2. Warranty Period**

1. The Warranty Period for the Product is 24 months (the Warranty Period starts on the date of releasing the Product to the User, as specified in the Warranty Terms), except for components or parts of the Product that are particularly subject to natural wear and tear before the Warranty Period expires, and which the Warranty is not granted for, and which are specified in paragraph 4.3 of these Warranty Terms.
2. The Warranty Terms shall not change should the User of the Product change, and the Warranty Period for the Product shall not resume from the beginning (the Warranty rights will be transferred to a new User for the period remaining until the expiry of the Warranty).
3. The warranty period for paint coatings is 24 months (from the date of purchase), 36 months (from the date of production).

### **Section 3. Conditions for Claims under the Warranty**

1. The User shall present these Warranty Terms signed by the User and submit the proof of purchase for the Product (e.g. by presenting a receipt, invoice, etc.). Should the Warranty Terms be lost, the Warrantor may, at the request of the User, and after carrying out (at the User's expense) a technical inspection of the Product, provide the User with substitute Warranty Terms and determine the remaining Warranty Period to which the User is entitled.
2. The User shall follow the instructions in the Warranty Terms and in the User Manual.
3. The User shall perform technical inspections of the Product in accordance with the guidelines specified in the User Manual, provided that the obligation to perform such inspections arises from the Product User Manual. Failure to perform any of the technical inspections within the time limits specified in the User Manual can result in the voiding of the Warranty. Technical inspections are a paid service. The technical inspections are to be recorded in these Warranty Terms.
4. The repair and maintenance of the Product shall be performed by specialised businesses only. The User may have the distributor of the Product perform repair and maintenance activities. Repair and maintenance is a paid service. The repair and maintenance shall be recorded in these Warranty Terms.
5. The repairs under the Warranty shall only be carried out by the Warrantor, or entities designated by it. The repairs under Warranty shall be recorded in these Warranty Terms.
6. The warranty shall not exclude, limit, or suspend the rights of the Buyer resulting from the regulations on statutory warranties for defects in the sold Product.
7. Regarding a User who is not a consumer within the meaning of the Act of 23 April 1964, the Civil Code, the Warrantor's liability for damages arising from this Warranty and/or in connection with its conclusion and performance, regardless of the legal title, and to the extent permitted by the Law, is limited to the maximum value of the defective Product, and the Warranty shall not cover incidental or consequential damages incurred as a result of the defect covered by the Warranty, including inconvenience, transport and phone call costs, accommodation costs, loss of income or damage to property.
8. The warranty is provided for protective coatings of machines operated in urban and industrial atmospheres with average pollution according to ISO 12944-2.
9. The Warranty applies to paintwork with corrosion grade and size Ri3(S5) in accordance with ISO 4628-1, ISO 4628-3

#### **Section 4. Exclusions**

1. In particular, the Warranty shall not cover defects in the Product resulting from
  - failure by the User to comply with the User Manual, or the Warrantor's and/or Product manufacturer's instructions, especially with regard to operation, maintenance and adjustment
  - the User's using consumables that fail to comply with the guidelines specified in the User Manual (e.g. oil purity must comply with condition 20/18/15 according to ISO Standard 4406-1996)
  - the User's using cleaning or maintenance products that do not comply with the User Manual
  - the User's installing the Product in a manner not in accordance with the User Manual;
  - improperly storing and transporting the Product by the User
  - the User's making arbitrary changes and/or alterations to the Product, which contributed to the occurrence of a defect
  - the User's exceeding the acceptable loads for the Product, as laid out in the User Manual
  - removal of identifying marks;
2. Regarding a User who is not a consumer within the meaning of the Act of 23 April 1964, the Civil Code, the Warranty shall neither cover in particular defects in the Product resulting from:
  - Force Majeure events (e.g. fire, flood) or other random events for which the Warrantor is not responsible
  - incorrect Product selection, installation and operation
  - colour differences
  - mechanical damage or damage resulting from the improper use of the Product
  - negligence (e.g. failure to carry out repairs immediately after the defects are discovered)
  - losses resulting from accidents, or consequences thereof
  - external or atmospheric factors, such as asphalt, stones, gravel, hail, chemical deposits, salt, acids, etc.
  - the use of inappropriate and contaminated oils, greases, liquids, or other operating materials
  - the deterioration of external paint coatings, or hydraulic and pneumatic hoses, as a result of their normal wear
  - the operation of the Product by a person not authorised to do so
  - in the case of damaging or breaking seals or rating plates showing the product No., component No., etc.

3. The Warranty shall not cover tyres, parts and components exposed to abrasive wear and tear, friction couplings and brakes, operating parts of hitch devices, operating fluids, operating parts of floor conveyors (including conveyor chains, conveyor bars), sprocket wheels, electrical sockets, lamps, light bulbs and reflective devices, spring and suspension operating parts, stickers, sealings, V-belts, chains, chain drives and tensioning components, hydraulic and pneumatic hoses and their connections, bolt connections used to tighten the chains of the floor conveyor, or the rotors of the spreader adapter and its components, protected with a protective coating.

### **Section 5. Complaints Procedure**

1. Prior to making a complaint for a Product found not to be working correctly, the User must make sure that he/she has performed all actions in accordance with the User Manual.
2. It is recommended that a warranty claim is submitted to the Warrantor immediately, e.g. within 7 days from the date of discovering a defect (the Purchaser who is not a consumer within the meaning of the Act of 23 April 1964 the Civil Code, is obliged to report a complaint to the Warrantor within 7 days from the date of finding the defect, otherwise warranty rights will be lost).
3. The complaints can be made in writing or by sending an e-mail to the address of the Distributor. The complaint shall include the identification of the Product reported (name, model, type, data enabling Product identification), a description of the defect, the date of defect's discovery, and the contact details of the User. The User may lodge a complaint using the template form available on the website [www.metalfach.com.pl](http://www.metalfach.com.pl). ("Warranty Claim Form"). The User must present the fulfilled Warranty Terms and show the proof of purchase of the Product. To further the complaint processing, you are recommended to attach to the complaint photo evidence of the reported defect, and of the entire Product.
4. You are advised not to use the defective Product.
5. The performance of the obligations under the Warranty shall take place within 14 working days of the date of the delivery of the Product by the User to the Warrantor. The Users are recommended to prepare the Product for the complaints procedure, e.g. to clean the Product (in the case of Users who are not consumers within the meaning of the Act of 23 April 1964, the Civil Code Warrantor may wash the Product at the expense of the User). The product delivered to the Warrantor must be complete. The defective Products, or parts thereof, which have been replaced, become the property of the Warrantor.
6. Only the Product Distributors and Service Centres designated by the Warrantor shall be authorised to perform the Warranty service.

7. The Warranty Period for the Product shall be extended by the time during which the User could not use it due to the defect in the Product.
8. If the complaint proves to be unfounded (or has been caused by improper use of the machine), the Warrantor will issue an invoice to the User charging them with the reasonable cost incurred by the Warrantor.
9. If the Product is not collected by the User after the end of the complaints procedure within the agreed time limit, the Warrantor shall call the User to collect the Product within 7 days from the date of receiving the request. After the expiry of such a period in which the User fails to collect the Product, the Warrantor shall be entitled to charge a fee for the non-contractual storage of the Product. The storage shall be at the cost and risk of the User.

#### User Representations

1. I hereby declare that the Product was released to me in accordance with the contract, being new, complete, free from defects, and in good technical order. The Distributor instructed me on the operation of the Product and the rules of proper operation and maintenance, and delivered a set of documents, including, in particular, the User Manual and Warranty Terms. I hereby confirm that I have been informed about the Warranty Terms, and the consequences of non-compliance. I acknowledge that I have read and accepted the Warranty Terms.

.....  
(User's first and last name, User's signature)

2. The product was purchased for purposes directly related to my business or professional activity:  
YES NO (delete as appropriate)

.....  
(User's first and last name, User's signature)

Date of the release of the product to the User: .....





**LOSS OF WARRANTY RIGHTS**

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EXPIRY DATE (DD MM YYYY) WARRANTY CLAIM REPORT NUMBER

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NAME OF MACHINE

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TYPE / SYMBOL

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SERIAL NUMBER

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YEAR OF MANUFACTURE MACHINE INDEX No.

REASON FOR VOIDING THE WARRANTY

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DATE (DD MM YYYY)

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BUYER'S SIGNATURE

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DISTRIBUTOR'S STAMP AND SIGNATURE



# LOSS OF WARRANTY RIGHTS

  
     
       
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EXPIRY DATE (DD MM YYYY)                      WARRANTY CLAIM REPORT NUMBER

NAME OF MACHINE

TYPE / SYMBOL

SERIAL NUMBER

  

YEAR OF MANUFACTURE                      MACHINE INDEX No.

REASON FOR VOIDING THE WARRANTY

  
     

DATE (DD MM YYYY)

BUYER'S SIGNATURE

DISTRIBUTOR'S STAMP AND SIGNATURE











Metal-Fach Sp. z o.o. is constantly improving its products and adjusting its package to the needs of its customers, so it reserves the right to make changes to its product range without notice. Therefore, before making your purchase decision, please contact an authorised dealer or sales representative of Metal-Fach Sp. z o.o. Metal-Fach Sp. z o.o. will not accept any complaints regarding the data and pictures contained in the catalogue, as the presented range of products does not constitute an offer within the meaning of the provisions of the Civil Code.

The pictures do not necessarily show standard accessories.

Original spare parts are available from authorised dealers, both in Poland and abroad, and also at the Metal-Fach retail outlet.

#### **TECHNICAL SERVICE**

16-100 Sokółka, ul. Kresowa 62  
Telephone: +48 85 711 07 80; Fax: +48 85 711 07 93  
serwis@metalfach.com.pl

#### **SALES**

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handel@metalfach.com.pl

#### **SPARE PARTS WHOLESALE STORE**

16-100 Sokółka, ul. Kresowa 62

Wholesale:  
phone: +48 85 711 07 81; Fax: +48 85 711 07 93  
serwis@metalfach.com.pl

Retail:  
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Phone: +48 85 711 07 90

CURRENT INFORMATION ABOUT OUR PRODUCTS CAN BE FOUND ON [WWW.METALFACH.COM.PL](http://WWW.METALFACH.COM.PL)