

# General terms and conditions of maintenance services

## § 1 GENERAL PROVISIONS

1. The General Terms and Conditions of Maintenance Services (hereinafter referred to as the "GTCMS") define the rules for concluding contracts for the provision of maintenance services for Aria Vitale / Aria Vitale Compact devices manufactured by HEATPEX Spółka z ograniczoną odpowiedzialnością (a limited liability company) with its registered office in Gdańsk, ul. Trakt św. Wojciecha 29, 80-044 Gdańsk, entered into the register of enterprises of the National Court Register kept by the District Court in Gdańsk, Commercial Division of the National Court Register under the KRS number: 0000204309, NIP (Tax Identification Number): 5832853709, REGON number: 193031338, share capital in the amount of PLN 50.000 (hereinafter referred to as "HEATPEX"), and other devices for which HEATPEX provides maintenance services.
2. The GTCMS apply to all maintenance services provided by HEATPEX for the benefit of the CUSTOMERS reporting the need for such service and constitute the basis for determining the parties' obligations under the maintenance agreement concluded by HEATPEX with the CLIENT.
3. GTCMS are provided to CUSTOMERS when they report the need for the service in electronic form, in written form at the headquarters of HEATPEX, as well as in electronic version on the website [www.heatpex.pl](http://www.heatpex.pl).
4. By placing a service order in the manner specified in these GTCMS, the CUSTOMER confirms having read these GTCMS and accepts its content, which means that from the moment of placing the order in the manner specified in the GTCMS, the Customer is bound by the provisions of the GTCMS.

## § 2 SUBJECT OF GTCMS

1. The subject of the GTCMS is to define the principles and conditions for the provision of maintenance services by the HEATPEX Service Centre, i.e.:
  - a. paid services,
  - b. complaints under warranty or guarantee (free of charge), but only in the scope of ordering services, sharing the device, deadlines and rules for the provision of services, rules of payment for non-claim activities.
2. Pursuant to the principles set out in the GTCMS, the HEATPEX Service Centre undertakes in particular to:

- a. contact the Service Contracting Party,
- b. establish the rules for the provision of the service (deadline, other special arrangements),
- c. perform a maintenance service, provided that it constitutes a service provided, in accordance with the GTCMS.

3. The CUSTOMER, in line with the conditions specified in the GTCMS, undertakes in particular to:
  - a. Establish the rules for the provision of service, including the deadline for its implementation,
  - b. Ensure free access to the device covered by the service request on an agreed date,
  - c. In the event of ordering a paid service, pay the agreed price within the agreed deadline,
  - d. Ensure the presence of a person authorised to accept the service and accept the maintenance service.
  - e. gaji odbioru usługi serwisowej.

## § 3 ORDERING MAINTENANCE SERVICES

1. Ordering maintenance services is made in electronic form in the form of a servicing order issued via the [service.heatpex.pl](http://service.heatpex.pl) platform. A servicing order confirmed by HEATPEX constitutes the basis for the parties' obligations.
2. Complaints under the guarantee or warranty may also be submitted in writing by letter or electronically to the address indicated by the HEATPEX Service Centre, or in another form.
3. The information included on the HEATPEX website, in catalogues, brochures, leaflets, advertisements and other publications regarding the consumables and spare parts used do not constitute an offer within the meaning of the Civil Code, even if they include a price. Publications regarding HEATPEX products, their spare parts and consumables are for informational purposes only, and product samples and prototypes are for illustrative and exhibition purposes only. Detailed product data may change due to technical progress and changes in production technology. Current information on products and technical documentation is provided by HEATPEX on the website [www.heatpex.pl](http://www.heatpex.pl) and is available at the headquarters of HEATPEX. At the CUSTOMER's request, the HEATPEX Service Centre will present the declarations of conformity applicable to spare parts.
4. Placing a maintenance service order requires providing HEATPEX with the CUSTOMER's personal data contained in the Form, includ-

ing: name, surname, company details, e-mail address, contact telephone number. The legal basis for the processing of the aforementioned Customer's personal data is Article 6(1)(b) 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 (hereinafter: GDPR), i.e. processing is necessary for the performance of a contract to which the data subject is a Party. The appropriate information clause constitutes an appendix to the GTCMS.

## **§ 4 PRICES OF MAINTENANCE SERVICES**

1. Complaints under the guarantee and warranty are made free of charge. Paid services apply only to other maintenance services provided, even if they are provided together with a complaint.
2. The prices of service materials, spare parts and travel costs are consistent with the applicable HEATPEX price list or are consistent with an individual offer prepared by the HEATPEX Service Centre for the CUSTOMER. The current HEATPEX price list is available at [www.heatpex.pl](http://www.heatpex.pl).
3. A detailed valuation of the maintenance service will be presented at the latest after verifying the service request at the device assembly site.
4. An amendment to the current HEATPEX price list does not constitute an amendment to the GTCMS and may be made by HEATPEX at any time. The amended price list shall be valid for the CUSTOMER from the date of its publication on the website [www.heatpex.pl](http://www.heatpex.pl). Orders placed after amendments to the price list are executed at prices from the new price list.
5. VAT will be added to the net prices on the invoice at the rate resulting from the relevant legal provisions in force on the date of issuing the VAT invoice.

## **§ 5 DEADLINES AND PRINCIPLES FOR THE PROVISION OF SERVICES**

1. The maintenance service is executed within the time agreed with the CUSTOMER. Due to the requirements of planning the service cycle as well as the need to import and store consumables and spare parts, the service completion date may change, of which HEATPEX will immediately inform the CUSTOMER.
2. Upon receipt of a servicing order, a HEATPEX service representative will attempt to contact you within 24 hours (Monday-Friday).
3. Maintenance services shall be provided on business days from Monday to Friday.
4. The course of the service performed shall be recorded in the service report.
5. If a servicing order is modified during its execution, the order completion date shall be assumed to be counted from the date of confirmation of the modified order.

6. Unjustified complaints shall constitute the basis for charging the CUSTOMER with the price of considering the complaint, providing the maintenance service and the technician's travel, and the device shall be repaired at the CUSTOMER's expense.
7. If the maintenance service cannot be performed for reasons attributable to the CUSTOMER (in particular: failure to provide access to the device, condition of the device different from that presented in the service request and making repair impossible), the CUSTOMER will be charged with the costs of additional maintenance services and the technician's travel costs as per current price list.
8. If the offer for repair of the device presented by the HEATPEX Service Centre is not accepted, the Customer may be charged by the HEATPEX Service Centre with a fee corresponding to the costs of travel, disassembly and reassembly of the Device incurred by the HEATPEX Service Centre in the course of verifying the Customer's application. The amount of this fee is specified in the price list.
9. If repair of the Device is not possible, the HEATPEX Service Centre has the right to refuse to perform the repair by sending appropriate information to the Customer in writing to the e-mail address provided by the Customer. In this case, HEATPEX shall refund the remuneration for the maintenance service if it has already been paid. In the case of claim orders governed by the rules of guarantee or warranty, the further procedure is governed by the relevant provisions. In the case of paid orders, the Customer is not entitled to any claims for the HEATPEX Service Centre's withdrawal from the provision of the service under the described conditions.

## **§ 6 PAYMENT TERMS**

1. All CUSTOMER payments resulting from the order will be made to the bank account indicated on the VAT invoice, or in another agreed manner.
2. The payment due date is specified on the VAT invoice.

## **§ 7 WARRANTY**

1. The provisions of this paragraph apply only to paid repairs, without prejudice to the provisions governing guarantee repairs and repairs performed under warranty.
2. HEATPEX shall provide the CUSTOMER with a warranty for the repair of the Device for a period of 24 months from the date of service, unless a different period is provided for in the applicable contract or by operation of law. The warranty shall cover the repaired component. When accepting the request, HEATPEX may grant the Customer both a shorter and a longer warranty period, as well as may waive the warranty for a specific repair.
3. If the HEATPEX Service Centre has doubts regarding the correct exploitation of the Device by the Customer, the HEATPEX Service Centre may request additional explanations from the Customer regarding the use of the Device by the Customer.

4. In the event of a significant degree of wear and tear of the serviced Device, the HEATPEX Service Centre may waive the warranty referred to in section 1 or provide only a partial warranty, i.e. for a shorter period or only for some of the repaired components.
5. Without limiting the provisions referred to above, HEATPEX shall not be liable under the warranty if the alleged defect or non-conformity are the result of misuse, use not in accordance with the user manual, negligence, improper installation or the result of improper self-repair, alteration, modification, storage, transport or incorrect handling. The warranty does not cover damage resulting from use inconsistent with the manual, inconsistent with the intended use of the Device, mechanical damage, inconsistent with the requirements of power supply network and environmental conditions (e.g. temperature, humidity), use of consumables not recommended by the manufacturer or repairs by an unauthorised service.
6. The warranty granted by the HEATPEX Service Centre is exclusively and directly available to the Customer, and is the only warranty that the Service grants to the Customer for the maintenance service performed.

## § 8 LIABILITY

1. HEATPEX shall not be liable for non-performance, improper or delayed performance of an obligation if: (1) non-performance, improper performance or delay was caused by interruption of the production process of spare parts of the Device; or (2) non-performance, improper performance or delay was due to causes beyond the control of HEATPEX; or (3) non-performance, improper performance or delay was caused by an event of Force Majeure

in accordance with its definition and applicable law provisions. In the event of any of the foregoing non-performance, improper performance or delay, provision of relevant portions of the maintenance service will be suspended for the duration of the non-culpable non-performance without HEATPEX's obligations or liability towards the Customer for any damages arising from the above. If the Force Majeure event lasts longer than three (3) consecutive months (or if the Service makes a reasonable assumption that the delay will last for a period of three (3) consecutive months), HEATPEX shall be entitled to terminate all or part of the Maintenance Agreement or withdraw from it without any obligations towards the Customer in this respect.

2. HEATPEX's liability for damages towards the CUSTOMER who is not a consumer or an individual entrepreneur with consumer rights within the meaning of applicable regulations is limited to the amount not exceeding the remuneration for the maintenance service specified in the price list, excluding lost profits.

## § 9 FINAL PROVISIONS

1. All contracts concluded on the basis of these GTCMS are subject to Polish law.
2. Any amendments to these GTCMS are made by HEATPEX and are effective from the date of publication on the website [www.heatpex.pl](http://www.heatpex.pl).

## APPENDICES:

1. template of a declaration of withdrawal from the service agreement
2. template of a declaration of request to perform the service before the expiry of the period for withdrawal from an off-premises contract

## APPENDIX 1

---

---

Place, date

Details of the person submitting the declaration: full name, correspondence address

## DECLARATION OF WITHDRAWAL FROM AN OFF-PREMISES CONTRACT

HEATPEX sp. z o.o.  
ul. Trakt św. Wojciecha 29  
80-044 Gdańsk

I, the undersigned \_\_\_\_\_, pursuant to Art. 27 of the Act of 30 May 2014 on consumer rights, hereby withdraw from the contract for the provision of device repair service \_\_\_\_\_, serial number \_\_\_\_\_ concluded on \_\_\_\_\_ with HEATPEX Spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk, ul. Trakt św. Wojciecha 29, 80-044 Gdańsk.

---

Signature

**APPENDIX 2**

---

**Place, date****Details of the person submitting the declaration: full name, correspondence address****DECLARATION OF REQUEST TO PERFORM THE  
SERVICE BEFORE THE EXPIRY OF THE PERIOD FOR  
WITHDRAWAL FROM AN OFF-PREMISES CONTRACT****HEATPEX sp. z o.o.  
ul. Trakt św. Wojciecha 29  
80-044 Gdańsk**

I, the undersigned \_\_\_\_\_, declare that I request from HEATPEX Spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk, ul. Trakt św. Wojciecha 29, 80-044 Gdańsk, (hereinafter referred to as „HEATPEX”), to commence the maintenance service of the device \_\_\_\_\_ serial number \_\_\_\_\_ (hereinafter referred to as the „Service”) before the expiry of the period for withdrawal from the contract for the provision of the Service (14 days from the date of conclusion of the contract) to which I am entitled as a consumer. I acknowledge that, due to my request, my withdrawal from the contract will result in my obligation to pay for the Service provided by HEATPEX up to the moment of my withdrawal from the contract. I also acknowledge that once HEATPEX has completed the Service in full, I will lose the right to withdraw from the contract.

---

**Signature****APPENDIX 3****INFORMATION CLAUSE (GDPR)**

Pursuant to Article 13(1,2) 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 (hereinafter: GDPR) we hereby inform you that:

- 1 **Administrator details:** The administrator of personal data is: **Heat-pex sp. z o. o.** with its registered office in Gdańsk, ul. Trakt św. Wojciecha 29, 80-044 Gdańsk, entered into the Register of Enterprises of the National Court Register under the KRS number: 0000204309. Contact details: e-mail: **politykaprywatnosci@heat-pex.pl** tel.: 665-404-354
- 2 **Basis and purpose of processing:** Personal data will be processed on the basis of:
  - Art. 6(1)(b) GDPR in order to conclude and perform the contract,
  - Art. 6(1)(c) GDPR in order to fulfil legal obligations, in particular those arising from tax law,
  - Art. 6(1)(f) GDPR for the purposes resulting from the legitimate interest of the Administrator, in particular pursuing claims or defending against claims, exercising rights under guarantee or warranty.
- 3 **Data recipients:** The recipient of personal data may be: employees, associates of the Administrator and other entities to which the Administrator has entrusted the processing of personal data on the basis of separate contracts, in particular entities providing services for the benefit of

the Administrator, to the extent necessary to conclude or perform the contract, in particular: accounting, banking, IT, legal and other services requiring access to data. The Administrator will not provide data to third countries or to an international organisation.

- 4 **Data storage period:** Personal data will be stored for the duration of the contract, and upon termination of the contract for the time necessary to pursue or secure any claims, including the pursuit of rights under guarantee or warranty.
- 5 **Rights of data subjects:** You shall have the right to access, rectify and erase your personal data or limit their processing, object to the processing and transfer of the data. In the scope of data processed on the basis of consent, you shall have the right to withdraw consent at any time without affecting the lawfulness of the processing which was made on the basis of consent before its withdrawal. Furthermore, you shall have the right to lodge a claim with the supervisory authority, i.e. the President of the Personal Data Protection Office, if the processing of personal data violates the provisions of the GDPR
- 6 **Automated processing and profiling:** Personal data will not be processed in an automated manner and will not be subject to profiling.
- 7 **Information on the obligation or voluntary nature of providing data:** Providing personal data and consenting to their processing is voluntary, but necessary for the conclusion and implementation of the contract.