

Warranty Terms and Conditions

1. The warrantor of the quality of the Device is FIBAR GROUP S.A. (hereinafter the "Manufacturer") with registered office in Poznań, ul. Lotnicza 1; 60-421 Poznań, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court in Poznań, VIII. Business Division of the National Court Register under the number: 553265, holding a Tax Identification Number (NIP): 7811858097, and a REGON: 301595664, with an initial capital of PLN 1,063,850.
2. The Manufacturer shall be held liable for faulty operation of the Device resulting from physical defects (material or production) found in the Device for a period of 12 months from the date of sale.
3. During the Warranty period the Warrantor shall be obliged to remedy, free of charge, any defects found either by repairing all faulty components of the Device or replacing them (according to the sole discretion of the Guarantor) with new ones or regenerated ones that are free of faults. If it is impossible to carry out repairs, the Guarantor reserves the right to replace the Device with a new or regenerated item, which is free of faults, and the condition of which is not worse than the condition of the Device owned by the Client.
4. If, in exceptional cases (e.g. Device no longer on offer), replacing the Device with an item of the same type proves impossible, the Guarantor may replace the Device with a different item of reasonably similar technical parameters. Doing so will be deemed as fulfillment of Guarantor's obligations. The Guarantor does not refund the money paid for the purchased Device.
5. The holder of a valid warranty document can make claims under the warranty via the warranty service. Remember: before making a claim you should use our phone or Internet technical support service. In more than half of cases any problems encountered by users can be solved remotely, which makes it possible to avoid the loss of time and the costs of unnecessarily commenced warranty claim procedure. If the problem cannot be solved remotely, the Client will be asked to fill out a warranty claim form in order to receive authorization through the www.fibargroup.com website. If the claim is made correctly, you will receive a confirmation of claim receipt and will be assigned an individual claim number (RMA).
6. It is also possible to make a claim via phone. In such case the call will be recorded – the customer service employee will inform the Client of this fact before receiving the warranty claim. Immediately after the claim has been made, the employee receiving the claim will inform you of your assigned claim number (RMA number).
7. If the warranty claim is made correctly, a representative of an Authorized Warranty Service Station (hereinafter the "AWSS") will contact the Client to agree on a date and place of the technicians' visit, who will inspect whether the installed Device operates properly, in the presence of the Client.
8. Any defects found during the warranty period shall be remedied no later than within 30 days calculated from the date of delivering the Device to the AWSS. The warranty period shall be extended by the time, during which the Device has been in the possession of the AWSS.
9. The Device that is the subject of the claim should be made available by the Client together with complete standard equipment and the documents confirming its purchase.
10. The components replaced under the warranty are owned by the Manufacturer. All components replaced in the course of the warranty procedure are themselves covered by a warranty until the expiration of the original warranty period for the Device. The warranty period in the case of replaced components does not undergo extension.
11. Costs of travel to the Device that is the subject of the warranty claim or costs of delivering said Device to the service station shall be covered by the Customer. If the service station has been called for no reason, the Service Station shall be entitled to charge the Client with the costs of travel and the procedural costs related to clarifying the situation.
12. The AWSS may reject a warranty claim only in the following cases:
 - the Device has been operated contrary to its intended purpose and the operation manual,
 - if the Device made available by the Client is incomplete, lacks any equipment pieces, or lacks the rating plate,
 - if the cause of faulty operation is other than a material or production defect found in the Device,
 - invalid warranty document or lack of purchase receipt,
13. The Guarantor shall not be held liable for damage to property caused by the faulty Device. The Guarantor shall not be held liable for direct, incidental, specific, resultant or moral losses, nor for any damage, including among others lost profits, savings, or data, loss of benefits, third party claims or any material or personal damage resulting from or related to the operation of the Device in question.

14. The warranty does not cover:

- mechanical damage (fractures, breakings, cuts, abrasions, deformations caused by impact, fall or dropping another object on the Device, or resulting from operation incompatible with the Device's intended purpose as specified in the operation manual);
- damage resulting from external causes, e.g.: flood, storm, fire, lightning strike, natural disasters, earthquake, war, civil unrest, force majeure, unforeseen accidents, theft, liquid spilling, battery seepage, weather conditions; impact of solar rays, sand, humidity, high or low temperatures, air pollution;
- damage resulting from faulty functioning of software caused by a computer virus attack, or failure to update the software according to the Manufacturer's request;
- damage resulting from: overvoltage in the power network or/and telecommunications network, or from connecting to the power network in manner incompatible with the operation manual, or from connecting additional devices not recommended by the Manufacturer.
- damage caused by operating or storing the Device in extremely adverse conditions, i.e. high humidity, high dustiness, too low (frost) or too high ambient temperature. Detailed conditions in which the operation of the Device is acceptable have been specified in the operation manual;
- damage resulting from the use of accessories not recommended by the Manufacturer,
- damage caused by a defective electrical installation at the user's premises, including the use of improper fuses;
- damage resulting from the Client's failure to follow the maintenance and servicing schedule given in the operation manual;
- damage resulting from the use of non-original spare parts and equipment, unsuitable for a given model, or resulting from repairs and modifications carried out by unauthorized persons;
- faults resulting from continued operation of a defective Device equipment.

15. The scope of warranty repairs does not include periodic maintenance and inspections of the Device, in particular cleaning, adjustment, inspection of operation, correction of operating mistakes or parameter programming mistakes, and other activities which the user (Buyer) is obliged to carry out. The warranty does not cover natural wear and tear of the Device's components or other parts described in the operation manual and technical documentation for which a particular operating period has been specified.

16. If a given type of damage to the Device is not covered by the warranty, the Manufacturer reserves the right to remedy such defect according to his own discretion, either by repairing the damaged or destroyed component, or by making it possible to acquire subassemblies required for repairs or replacement.

17. The warranty for the products sold does not exclude, limit or suspend the rights of the buyer resulting from any discrepancies between the goods and the contract.

The Device may be used with any certified Z-Wave product and should work with devices from other producers. Each certified, Z-Wave compatible device, may be added to Fibaro System.

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In case of any technical questions please contact the customer service head office located in your country.

www.fibaro.com