



General Warranty Conditions

Conditions of warranty for machines produced by NOYEN Sp. z o.o.

1. NOYEN Sp. z o. o. located in Lublin, Braci Krausse street 6, (hereinafter: "NOYEN Sp. z o.o.") ensures good quality of machines purchased directly from NOYEN Sp. z o.o. according to an offer by a Purchaser that is not a consumer (hereinafter: "User"), provided that they are used by the User in accordance with the purpose described in the instruction manual.
2. The subject of the warranty is the machine supplied by NOYEN Sp. z o.o., subject to the conditions listed below.
3. NOYEN Sp. z o. o. ensures that the machines supplied are compliant with rules of the law, as well as the quality and safety norms in force at the moment of purchase.
4. NOYEN Sp. z o. o. provides 12 months warranty for produced machines, counting from the date of sale, unless the parties decide otherwise in a separate Warranty Card document.
5. NOYEN Sp. z o. o. provides warranty for subassemblies used in the machine on the conditions defined by the manufacturer of the subassembly. In case of faulty work of a subassembly covered by manufacturer's warranty, the execution of warranty rights from the subassembly manufacturer's warranty exhausts warranty claims towards NOYEN Sp. z o.o..
6. Machines produced by NOYEN Sp. z o.o. are supplied with an instruction manual. The machine should be used and maintained in accordance with the purpose and on conditions described in the machine instruction manual.
7. The instruction manual provided by NOYEN Sp. z o.o. that contains drawings and descriptions of technical solutions in the machine is covered by copyright and constitutes industrial property of NOYEN Sp. z o.o.. It is permitted for the User to use the machine from the documents to that extent.
8. The warranty is valid on condition that the machine is operated by trained operators to the extent and in the manner described by NOYEN Sp. z o. o. in the instruction manual.
9. The User should make note of faults and irregularities in the work of the machine and promptly, no later than 24 hours since the faults were noticed or could have been noticed, inform NOYEN Sp. z o.o. of this fact. Notifications about malfunctions should be done by e-mail to the address: serwis@noyen.com and should contain: the machine serial number, description of the circumstances in which the malfunction occurred and any materials (e.g. photographs, videos) that could help solve the issue. The notifications are accepted on working days, from 8 am to 4 pm Polish time.
10. NOYEN Sp. z o.o. will react within 24 hours (with the exceptions of weekends and public holidays) from correct notification of the malfunction by the User (i.e. according to the point 9).
11. Warranty repairs by NOYEN Sp. z o.o. of the damaged machine will occur no later than after the extent of repairs is established and the damaged subassemblies are supplied by the manufacturer/distributor of the subassemblies in question. In case a service visit in the machine location is necessary, the time will be individually established with the User. In order to make the repairs faster, the User will allow remote access to the machine.



12. The User is obliged to make the machine available for repairs in the pre-established time and ensure safe access and conditions for the NOYEN Sp. z o.o. service team to perform the repairs, as well as presence of the people necessary for the repairs to take place.
13. Disposal of the waste and scrap leftover after the warranty repairs is the User's responsibility.
14. If only a part of the machine is faulty and it can be disconnected from the rest of the machine that works in accordance with the technical use conditions described in the instruction manual, the User's warranty rights are limited to that faulty part only.
15. NOYEN Sp. z o.o. does not bear warranty responsibility if the required repairs cannot be performed due to import/export restrictions on spare parts or other rules of the law or unforeseen circumstances that make repairs impossible.
16. NOYEN Sp. z o.o. reserves the right to use alternative spare parts with parameters that guarantee unaltered functionality and durability in case parts need to be replaced and original parts are not available.
17. The warranty responsibility of NOYEN Sp. z o.o. regards the obligation to repair or replace the product, with the choice in this regard being the decision of NOYEN Sp. z o.o..
18. Faults revealed during the warranty period will be fixed free of charge.
19. Warranty does not cover claims in regard to unsatisfactory technological process performance, as long as this is not caused by any fault of the machine.
20. NOYEN Sp. z o.o. reserves the right to verify the validity of the warranty claim. In case of an unfounded claim, the expense incurred as a result of diagnostic actions will be borne by the User in the amount specified by NOYEN Sp. z o.o..
21. Repairs or replacement of machine parts will result in warranty period extension only for these specific parts.
22. NOYEN Sp. z o.o. shall make a list of rapidly wearing consumable subassemblies and parts that can have an effect on malfunctions causing machine downtime. If downtime is to be avoided, the User should have these parts and subassemblies in stock. Rapidly wearing consumable subassemblies and parts are excluded from warranty.
23. In order to ensure failure-free work of the machine, NOYEN Sp. z o.o. will include in the instruction manual a list of activities and inspections that the user should perform in a specified manner and time.
24. The warranty repairs do not include periodic maintenance and inspections of the machine, particularly cleaning, calibration, performance checks, corrections of operator errors or User programming errors, as well as other activities that the User is obliged to perform.
25. Each instance of use of chemical products by manufacturers other than NOYEN Sp. z o.o. requires a prior written permission by NOYEN Sp. z o.o..
26. User's warranty rights do not cover the right to claim a return of lost income or profit caused by the malfunction and downtime of the machine. Statutory warranty provisions do not apply.
27. NOYEN Sp. z o.o. is not responsible for any health detriment, if it results from improper use of the machine.
28. NOYEN Sp. z o.o. is not to bear warranty responsibilities resulting from damage caused by a Higher Force, especially as a result of flooding, lightning strike or faulty operation of other installations (heating, electrical etc.) and/or devices that have effect on the work of the machine, e.g. inverters, transmitters, humidifiers, coolers, heaters etc.).
29. In any issues not regulated by the aforementioned points, Polish Civil Code regulations apply.



Loss of warranty rights

The User loses warranty rights if:

1. The damage occurs in the process of incorrect and negligent internal transport or machine unloading.
2. Installation and start of the machine have been performed in a manner contrary to the installation place requirements listed in the instruction manual, as well as in a situation where the User does not meet the requirements of the consumable media attached.
3. In a case where, after a final acceptance protocol is signed, the machine is moved to a different location without prior written permission of NOYEN Sp. z o.o., resold or its purpose is changed.
4. The machine is used in a manner contrary to the purpose and manner described in the instruction manual, and/or safety regulations.
5. The User does not report the malfunction promptly, causing more severe damage than the initial fault.
6. The machine is operated by untrained staff.
7. The User uses rapidly wearing consumable spare parts that are not accepted by NOYEN Sp. z o.o. beforehand to fix the machine.
8. The User performs construction or programming modifications to the machine without the knowledge and prior written permission of NOYEN Sp. z o.o. for each instance.
9. The User uses chemical products, lubricants and other substances that are not accepted by NOYEN Sp. z o.o. beforehand.
10. In case of mechanical damage, in particular intentional damage to the machine and acts of vandalism.
11. Using the machine after NOYEN Sp. z o.o. informs the User that it should be immediately turned off until the malfunction is fixed.
12. The User does not perform actions and inspections listed in the instruction manual in the time and manner specified by NOYEN Sp. z o.o..
13. The User does not perform the obligatory periodic inspection within 6 months from acquiring the warranty rights to the machine, unless both parties decide otherwise.