

## **Airly Sensors limited warranty**

**Manufacturer:** Airly sp. z o.o. with its registered office in Kraków, ul. Mogilska 43, 31-545 Krakow, entered into the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, XI Economic Department of the National Court Register under the number KRS 0000639797, NIP 676-251-42-90, REGON 365524039, share capital PLN 15 350,00 (hereinafter "Airly")

**The holder of the limited warranty:** individually identified Client who is the original purchaser of the Sensor under the Airly Sensors Terms of Sale.

**The territorial coverage of this limited warranty: Country indicated in the order form.**

### **§ 1 Limited warranty**

1. Airly warrants solely to the Client, who is the original purchaser of the Sensor (personal limited warranty) for a period of 24 months ("warranty period") from the date of delivery, that the Sensor, if properly used and installed, shall be of the quality, workmanship and material defined in Airly's published specification of the Sensor and that, within warranty period, the Client will be able to use and have the access to the Data Read Service.
2. This limited warranty is granted only to the Client named in the invoice as the Sensor original purchaser and is non-transferable. Airly is not obliged to repair or replace the Sensor under this limited warranty in case of receiving notification from any other person than the Client.
3. Within warranty period, after receiving the reasoned claim, Airly shall repair or replace the defective Sensor, in the Airly's discretion, free of charge to the Client.
4. This limited warranty shall not exclude, limit or suspend the Client's rights following from the statutory warranty, unless Airly and the Client, in the sales agreement of Sensor, excluded or limited Airly's liability in this matter.
5. If the Sensor was purchased by the Consumer who is a citizen of the country, which is a member of the European Union, this limited warranty constitutes an addition to all Consumers statutory rights and remedies related to Consumer protection laws and regulations applicable in Consumer's country.
6. This limited warranty grants the Client's particular statutory rights and, depending on country or jurisdiction, the Client may be granted the other rights.
7. This limited warranty shall be governed by and construed in accordance with the laws of Poland.
8. In matters not covered in this limited warranty, the provisions of Airly Sensors Terms of Sale are applicable.
9. This limited warranty constitutes an attachment to Airly Sensors Terms of Sale.

### **§ 2 The scope of the limited warranty**

1. Airly does not guarantee that functioning of the Sensor will be uninterrupted or error free.
2. Airly is not responsible for damage or loss resulting from electrical power issues, failures or cuts and for not following closely to the instructions, relevant Terms of Service and/or Terms of Sale related to the Sensor use or Data Read Service use provided by Airly.
3. Airly shall only be liable for defects of the Sensor arising under the proper use of the Sensor and this limited warranty will not apply to the Sensor used by the Client for a purpose or in a manner which was not originally intended.

4. Airly's liability under this limited warranty does not cover:
  - a. damages to the Sensor due to external causes such as force majeure, natural disaster, accident, problems with electrical power, abnormal, mechanical or environmental conditions;
  - b. any costs related to the actions taken by the Client in order to replace or repair the Sensor;
  - c. application of solvents, improper lubricants or corrosive materials;
  - d. incorrect maintenance, cleaning or storage;
  - e. incorrect installation;
  - f. faulty repair by the Client;
  - g. services, alterations carried out without Airly's consent in writing;
  - h. using the Sensor with third party's products, software or services;
  - i. Sensor and Data Read Service usage not in accordance with instructions and relevant Terms of Service and/or Terms of Sale;
  - j. misuse, neglect, abuse;
  - k. other than Airly's Sensor modifications.
5. Consumable items are not covered under this limited warranty.
6. This limited warranty does not cover integration or customization of any additional parts, products or items undertaken by a third party other than Airly.
7. This limited warranty covers Sensor remote calibration.

### **§ 3 How to obtain limited warranty service**

1. To obtain the limited warranty service:
  - a. the Client, within Warranty period, is obliged to make notification to Airly in writing or via e-mail (e-mail: support@airly.org) containing Client's claim and description of the defect, no later than 14 days from the detection of the defect;
  - b. the Client will return the defective Sensor to Airly with the purchase receipt and warranty card, in the original packaging or in the packaging, which ensures the same level of protection, with particular attention to the Sensor packing in such a way that the Sensor will not be damaged during transportation;
  - c. described defect, after the Airly's review, shall be considered to have arisen from Airly's faulty design, workmanship or material.
2. Airly will refund the Client the cost of the defective Sensor shipment only in case of acknowledgement of the limited warranty claim.
3. Airly is entitled to elect to repair or replace the defective Sensor.
4. The returned Sensor shall become Airly's property.
5. At Airly's own expense and within the reasonable period of time, the repaired or replaced Sensor covered by this limited warranty, will be returned to the Client.
6. This limited warranty covers the replacement Sensor, which is subject to the same scope of limitations of Airly's liability and exclusions described in this limited warranty, for the remainder of the original warranty period or for 90 days from the date of delivery, depending on which period is longer.

### **§ 4 Limitations and exclusions**

1. Except for the warranties expressly set in this limited warranty and to the extent permitted by applicable law, Airly makes no warranties, either expressed or implied with respect to the Sensor.
2. Any warranties, including without limitation, warranties of merchantability or fitness for a particular purpose, are expressly excluded and declined.