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GUARANTEE PROCEDURES

Applies to vehicle

Body number

1. Auto – Cuby sp. z o.o. hereby extends 24-month guarantee without limit on kilometres for any and all production defects in a vehicle as produced by the aforementioned company.
2. The guarantee period shall be counted of the vehicle acceptance date (the date is entered into the vehicle acceptance report) or on the day of its first registration, depending which of those two dates falls earlier.
3. The guarantee shall cover production defects concerning the elements as made or as reconstructed by Auto-CUBY.
4. The Auto-CUBY guarantee shall not cover the equipment elements or sub-assemblies delivered by external producers. They are covered by the external producer's guarantee and are subject to the procedures of a given producer.
5. The guarantee shall not cover in particular the elements which have been:
 - modified, altered, reconstructed by the vehicle User independently (without the Guarantor's or Auto-CUBY's acceptance)
 - destroyed and damaged as a result of improper use
 - subject to wear and tear (e.g. tyre, bearings, clutch etc.)
 - the damage of which may follow from independent, unauthorised, introduced without the knowledge and consent of Auto-CUBY, changes to the equipment.
6. During the guarantee validity period the vehicle user shall be obliged to observe the service activities as recommended, performed within the time limit and by authorised service stations. The failure to observe the above rules shall result in the transfer of responsibility for any direct and indirect effects related to the incorrect vehicle functioning to its owner.
7. Any base vehicle parts and sub-assemblies shall be subject to the base vehicle producer's guarantee upon general principles.
8. Any sub-assemblies as well as parts of the equipment covered by the guarantees of particular producers shall be subject to the guarantee of the above-mentioned producers upon the principles as indicated by the same.
9. During the guarantee validity period, Auto-CUBY shall not bear any financial consequences, in particular by reason of the vehicle immobilization, costs of hiring a replacement vehicle, the consequences of not performing by the vehicle owner

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own contract as well as other indirect costs/expenses.

10. Any repairs of the damage and replacement of parts under the guarantee shall not cause the guarantee period as given by Auto-CUBY to be extended.
11. Auto-CUBY requires that the air-conditioning inspection be made once a year under the pain of refusal to take the guarantee into account.

In order to fully benefit from the guarantee, one shall, in particular:

1. Perform service activities and inspections in accordance with the Guarantor's, that is Auto-CUBY's, guidelines and document those activities (e.g. inspection sheets, invoices).
2. Immediately (3 days) after finding a defect, the vehicle user shall be obliged to notify Auto-CUBY of this fact (via e-mail or in writing) on a notification form stating the body number, vehicle purchase date, owner, an exact description of the damage (including damaged parts), circumstances of the incident as well as photographs documenting the damage.
3. The vehicle/sub-assembly/part must be secured in such a manner that no further damage to the vehicle occurs.
4. Any damage to a part subject to replacement under the guarantee must be secured and sent to the address of the head office of Auto-CUBY, not later than within 7 working days of the date of recognising the complaint. The lack of sending the defective parts or sub-assemblies within the time limit specified shall be the basis for charging the Buyer/user with the cost of the new part.
5. The Guarantor undertakes to process the notification under the guarantee and to provide an answer within 14 working days, containing information on the acceptance or refusal of the complaint and the manner of repair.
6. The delivery of replacement parts from Auto-CUBY companies shall take place upon your risk and expense. This means that you shall bear any and all risk of loss or damage to the goods. Further, you must make sure that all the formalities related to the transport and insurance of the part have been met. Upon your request, we offer assistance with the above organisational matters.

The loss of the rights under the guarantee shall take place, in particular in the event of:

1. Introducing changes and modifications to the vehicle which are not provided for or allowed by Auto-CUBY or performed without observing the producer's technical guidelines.
2. Faulty vehicle functioning arising from the user's negligence or failure to observe the principles stipulated in the vehicle instruction manual.
3. The use of the vehicle in a manner that deviates from the customary one (including the vehicle overload, even momentary) or for sports purposes.
4. The costs of removing the defects/damage may not be subject to reimbursement if they have not been advised to the Guarantor in accordance with the conditions of the Guarantee.

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5. Any changes or independent repair without the Guarantors' acceptance may result in the loss of the guarantee for the entire vehicle.

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