

General Warranty Terms and Conditions

for devices manufactured by MEGA Sp. z o.o.

1. MEGA Sp. z o. o., headquartered in Bełżyce, ul. Przemysłowa 52, (hereinafter: “MEGA Sp. z o.o.”) guarantees the high quality of machines purchased directly from MEGA Sp. z o.o. in accordance with the offer, by a Purchaser who is not a consumer (hereinafter: “User”), provided that they are used by the User in accordance with the purpose described in the operating manual.
2. The subject of the warranty is the machine supplied by MEGA Sp. z o.o., subject to the conditions listed below.
3. MEGA Sp. z o.o. provides a 12-month warranty for manufactured devices, counting from the date of delivery/acceptance of the device, unless the parties agree otherwise in writing.
4. MEGA Sp. z o. o. provides a warranty for subassemblies used in the machine on the conditions defined by the manufacturer of the subassembly. In the event of defective operation of a subassembly covered by the manufacturer’s warranty, exercising the warranty rights arising from the manufacturer’s warranty for the subassembly exhausts any warranty claims against MEGA Sp. z o.o.
5. Devices manufactured by MEGA Sp. z o.o. are delivered together with the device operating manual. The device should be used and operated in accordance with its intended purpose and under the conditions specified in the device operating manual.
6. The operating manual provided by MEGA Sp. z o.o., containing drawings and descriptions of the device’s technical solutions, constitutes the industrial property of MEGA Sp. z o.o.; the User’s use of this documentation may only take place under the conditions set by MEGA Sp. z o.o.
7. The device should be operated by trained operators in the scope and manner specified by MEGA Sp. z o.o.
8. The User should record faults and irregularities in the operation of the device and notify MEGA Sp. z o.o. of this fact in the manner specified in the operating manual.
9. The User should note faults and irregularities in the operation of the machine and promptly, no later than 24 hours from the moment the faults were noticed or could have been noticed, inform MEGA Sp. z o.o. of this fact. Malfunction reports should be sent by e-mail to: serwis@megabelzyce.pl and should contain: the machine serial number, a description of the circumstances in which the malfunction occurred, and any materials (e.g. photographs, video recordings) that may help resolve the issue. Reports are accepted on working days, from 7:00 to 15:00 Polish time.
10. MEGA Sp. z o.o. will respond within 24 hours (with the exception of weekends and public holidays) of a correct malfunction report submitted by the User (i.e. in accordance with point 8).
11. In the event of a device stoppage due to a malfunction and the User’s inability to repair the device, MEGA Sp. z o.o. will send a service team to the User after agreeing on a convenient date for both parties, no later than 5 working days from the date of the malfunction report.



12. Warranty repair of a damaged device by MEGA Sp. z o.o. will take place promptly after the scope of work has been determined and the damaged subassemblies have been delivered by the manufacturer/distributor of the given subassembly.
13. MEGA Sp. z o.o. will define a list of rapidly wearing consumable subassemblies and parts that may contribute to malfunctions causing device downtime. In the event that it is necessary to avoid device downtime, these subassemblies and parts should be kept in the User's warehouse.
14. In order to ensure fault-free operation of the device, MEGA Sp. z o.o. will specify in the operating manual a list of activities and inspections that the User should perform in a specified manner and at specified intervals.
15. The User is obliged to make the machine available for repairs at the agreed time and to ensure safe access and conditions for the MEGA Sp. z o.o. service team to carry out the repairs, as well as the presence of persons necessary for the repairs to take place.
16. The disposal of waste and scrap material remaining after warranty repairs is the responsibility of the User.
17. If only part of the machine is defective and can be disconnected from the remaining part of the machine operating in accordance with the technical operating conditions described in the operating manual, the User's warranty rights are limited solely to that defective part.
18. If only part of the machine is defective and can be disconnected from the remaining part of the machine operating in accordance with the technical operating conditions described in the operating manual, the User's warranty rights are limited solely to that defective part.
19. In order to ensure proper operation of the device, MEGA Sp. z o.o. will specify the lubricants and auxiliary substances that may be used in the device.
20. Warranty repairs do not include periodic maintenance and inspections of the machine, in particular washing and cleaning, calibration, performance checks, correction of operator errors or User programming errors, as well as other activities that the User is obliged to perform.
21. MEGA Sp. z o.o. will determine, on a case-by-case basis, the manner and scope of construction and programming changes that result from the validation of the device's operation and the User's expectations aimed at improving the device's operation and ensuring fault-free performance. Such changes must be agreed upon by both parties each time.
22. The warranty does not cover claims related to unsatisfactory technological process performance, unless this is caused by a defect in the machine.
23. In special cases, MEGA Sp. z o.o. reserves the right to monitor the operation of the device in the manner and under the conditions specified in the operating manual.
24. In all matters not regulated by the above points, the provisions of the Polish Civil Code shall apply.



Loss of Warranty Rights

The User loses warranty rights in the following situations:

1. The device installation was carried out in a manner inconsistent with the installation site requirements specified in the operating manual, and the requirements regarding the connected utilities are not met.
2. The device is operated in a manner inconsistent with the purpose and manner specified in the operating manual.
3. The User fails to report a malfunction and continues to use the damaged device, causing greater damage than the original malfunction.
4. The device is operated by untrained personnel.
5. The User uses spare parts not approved by MEGA Sp. z o.o. for repairing the device.
6. The User fails to perform the activities and inspections specified in the operating manual within the time and in the manner specified by MEGA Sp. z o.o.
7. The User makes structural or programming modifications to the device without the knowledge and prior approval of MEGA Sp. z o.o. on each occasion.
8. The User uses lubricants and other auxiliary substances, particularly chemical cleaning agents, not approved by MEGA Sp. z o.o.
9. A fortuitous event occurs that causes damage to a properly functioning device, e.g. fire, flood, building collapse.
10. In the event of intentional damage to the device or acts of vandalism.

