

1. Applicability

1. This warranty term applies to any and all products manufactured by Pólux, except accessories and components that are supplied by third parties in which the warranty provided by them is used.

2. Term and general provisions

- 2.1. The warranty period for Pólux products will last for a period of 12 (twelve) months, counting from the delivery of the product when this is the responsibility of the manufacturer or counting from the collection of the product at Pólux's premises when it is the responsibility of the customer.
- 2.2. The contractual guarantee is given exclusively against defects arising from manufacturing, assembly or other quality defects that make the products unfit for use.
- 2.3. When a defect is found, the customer must communicate electronically via the email address specified in the quote and/or technical commercial proposal and send the first copy of the purchase invoice and/or other document demonstrating the date of acquisition and delivery of the product, as well as video and photo of the product, at which time the entire procedure for sending the defective product for warranty evaluation at the factory will be informed.
- 2.4. All repairs and replacement of parts that occur within the period specified in clause 2.1, will be carried out free of charge by Pólux, provided that the manufacturing defect is proven, through an assessment carried out at the manufacturer's premises, and that the customer presents the documents mentioned in clause 2.3.
- 2.4.1. The evaluation and measurement of the product's conditions will be carried out by Pólux's technical staff, based on the damaged equipment and information provided by the customer. After the evaluation, a report will be issued and sent to the customer informing what caused any defects.
- 2.5. The equipment must be available for a minimum period of 30 (thirty) days and a maximum of 180 (one hundred and eighty) days, in accordance with article 18 of the Brazilian Consumer Protection Code, to identify the causes that led to the defects. Please note that the period mentioned in this paragraph refers to the moment the product arrives at Pólux Transformadores headquarters.





3. Warranty exclusion

- 3.1 The warranty will not be covered, and will therefore be the responsibility of the customer, when:
- a) Damage suffered by the product results from its transport, when transport is the responsibility of the customer;
- b) Damage suffered by the product results from its transport, when transport is the responsibility of the customer;
- c) The product is poorly installed, not complying with the technical standards applicable to the installation of electrical equipment, as well as when it has been modified by third parties and/or by Technical Assistance not expressly authorized by Pólux;
- d) The conditions of the power supply network are outside the limits specified by the customer;
- e) The product has suffered overload, short circuit, overvoltage, overcurrents or atmospheric discharges;
- f) Damage suffered by the product results from external factors, from its use for purposes other than those specified by the manufacturer or incompatible with its intended use;
- g) The operation, movement and installation of the product are carried out improperly and without meeting the specifications set out in the Installation and Maintenance Manual;
- h) Damages, defects or problems suffered by the equipment result from force majeure, unforeseeable circumstances and negligence on the part of the customer;
- i) The product connection terminals are loose, oxidized or have poor contact;
- i) The components used are not supplied by Pólux;
- k) The product is exposed to environmental conditions and aggressive agents not foreseen in the customer's specification;
- I) Periodic preventive maintenance defined in the Installation and Maintenance Manual is not carried out within the correct period.

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4. The place Where the guarantee must be exercised

- 4.1 Warranty repairs must only be carried out on Pólux's premises and may eventually be carried out in the field or in Technical Assistance workshops, duly appointed and expressly authorized by Pólux, which will use specialized technicians and original parts, guaranteeing the service performed, being stipulated by the supplier.
- 4.2 The customer undertakes to deliver and collect the equipment at Pólux's premises.
- 4.3 Warranty repairs do not include field disassembly, removal, loading, equipment transportation expenses, travel, equipment rental, accommodation and food.

5. Termination of warranty

5.1 Repairs, repairs or modifications to products that are provided by the customer themselves, without the prior written consent of Pólux or by unauthorized Technical Assistance workshops, will immediately terminate the warranty.

6. Supplier's responsibility

6.1 Pólux will in no case be responsible for indirect, extra-patrimonial, patrimonial, special, consequential, exemplary, consequential damages and loss of profits, as well as others that may arise from the contract signed between the parties, however it will only be held responsible for proven direct damages that are related to products manufactured by it.

7. Extended warranty

- 7.1 The extended warranty aims to provide the customer with an extension of the original warranty specified in clause 2.1 to products manufactured by Pólux, if the customer deems it necessary they can purchase it, upon payment of the premium.
- 7.2 At the time of the quote, the customer must request the extended warranty and inform the period and which products they want, with this information the quantum of the premium will be informed, and it is up to the customer to accept it or not.
- 7.3 The extended warranty includes the same coverage and exclusions offered by the original warranty, as well as the other clauses of this warranty term.
- 7.4 The extended warranty period begins 24 hours a day on the day the original warranty ends.

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8. General provisions

- 8.1 To be entitled to the warranty, the customer must meet the specifications set out in the Equipment Installation and Maintenance Manual, as well as the installation, operation, maintenance and storage rules and regulations in force in each state or country.
- 8.2 The warranty does not cover components, parts and pieces whose validity is less than the warranty period, such as fuses, lamps, thyristors, transistors, power diodes, varistors, contacts and components, whose useful life in normal use is less than the period of warranty.
- 8.3 At the time of quotation, the customer must inform the measurement characteristics and these must remain the same until the equipment is sizing, otherwise the warranty will not be granted.
- 8.4 Any tolerance or omission in demanding compliance with any of these clauses or conditions will constitute mere liberality and cannot be interpreted as a novation of this instrument.
- 8.5 For formalization, all established communications must be made electronically via email to the addresses specified in the budget and/or technical commercial proposal.