

A black and white photograph of two people in business attire shaking hands. The image is partially covered by a large, stylized geometric graphic in the upper right corner, consisting of overlapping triangles and squares with diagonal hatching. In the bottom right corner, the top edge of a laptop is visible.

Warranty Terms

Pólux®

1. Scope of application

1.1 These Warranty Terms apply to all products manufactured by Pólux, except for accessories and components supplied by third parties, which are covered exclusively by the warranty provided by their respective manufacturers or suppliers.

2. Warranty period and general provisions

2.1. The warranty period for Pólux products shall be 12 (twelve) months, counted from the date of delivery of the product when delivery is the manufacturer's responsibility, or counted from the date the product is picked up at Pólux's facilities when pickup is the customer's responsibility.

2.2. This contractual warranty covers exclusively defects resulting from manufacturing, assembly, or other quality defects that render the products unsuitable for their intended use.

2.3. If any defect is identified, the customer shall notify Pólux electronically using the e-mail address specified in the quotation and/or technical-commercial proposal. The customer shall also provide the original purchase invoice and/or any other document evidencing the date of purchase and delivery of the product, together with photographs and a video of the product. Upon receipt of this information, Pólux will provide the customer with the complete procedure for returning the defective product to the factory for warranty evaluation.

2.4. All repairs and replacement of parts carried out within the warranty period specified in Clause 2.1 shall be performed free of charge by Pólux, provided that the manufacturing defect is confirmed through an inspection conducted at the manufacturer's facilities and that the customer submits the documents referred to in Clause 2.3.

2.4.1. The evaluation and inspection of the product's condition shall be carried out by Pólux's technical team based on the returned equipment and the information provided by the customer. Following the evaluation, a technical report will be issued and sent to the customer, explaining the cause of any defects.

2.5. The equipment shall remain available for inspection for a minimum period of thirty (30) days and a maximum period of one hundred and eighty (180) days, in accordance with Article 18 of the Brazilian Consumer Protection Code, for the purpose of identifying the causes that led to the defects. Please note that the period referred to in this clause begins on the date the product is received at Pólux's facilities.

2.6. Following the completion of the repair, any parts replaced under this warranty shall remain covered only for the remaining balance of the original product's warranty period. However, if the remaining warranty period is less than three (3) months, the warranty for the replaced parts shall be extended to three (3) months, beginning on the date the invoice for the repair service is issued. This three-month warranty extension applies exclusively to the replaced component and does not cover any damage to the other components that make up the product.

3. Warranty exclusions

3.1. This warranty will not apply, and the customer will therefore be responsible for any costs, when:

- a) The damage to the product results from misuse;
- b) The damage to the product results from its transportation, when transportation is the customer's responsibility;

- c) The product has been improperly installed, not in accordance with the applicable technical standards governing the installation of electrical equipment, or has been modified by third parties and/or by a service provider not expressly authorized by Pólux;
- d) The power supply conditions are outside the limits specified by the customer;
- e) The product has been subjected to overload, short circuit, overvoltage, overcurrent, or lightning strikes;
- f) The damage to the product results from external factors or from its use for purposes other than those specified by the manufacturer or otherwise incompatible with its intended application;
- g) The product has been operated, handled, or installed improperly or without complying with the specifications set forth in the Installation Manual;
- h) The damage, defects, or malfunctions affecting the product result from force majeure, unforeseen circumstances, or negligence on the part of the customer;
- i) The product connection terminals are loose, oxidized, or have poor electrical contact;
- j) The components used have not been supplied by Pólux;
- k) The product is exposed to environmental conditions or aggressive agents not specified in the customer's specifications;
- l) The periodic preventive maintenance specified in the Installation and Maintenance Manual has not been performed within the required intervals.

4. Where the warranty must be honored

4.1. Warranty repairs shall be performed exclusively at Pólux's facilities. Exceptionally, such repairs may be carried out at the customer's site or at a

Technical Service Center duly designated and expressly authorized by Pólux, which shall use qualified technicians and genuine replacement parts to ensure the quality of the service performed, as stipulated by the supplier.

4.2. The customer undertakes to deliver the equipment to and collect it from Pólux's facilities.

4.3 Warranty repairs do not include on-site disassembly, removal, loading, transportation costs, travel expenses, equipment rental, lodging, or meals.

5. Termination of the warranty

5.1. Any repair, modification, or alteration of the product performed by the customer without Pólux's prior written consent, or by a Technical Service Center not expressly authorized by Pólux, shall immediately void this warranty.

6. Supplier's liability

6.1. Under no circumstances shall Pólux be liable for indirect, non-material, material, special, consequential, exemplary, incidental, or lost profit damages, or for any other damages arising out of or related to the agreement entered into between the parties. Pólux's liability shall be limited exclusively to proven direct damages directly related to products manufactured by Pólux.

7. Extended warranty

7.1. The purpose of the extended warranty is to provide the customer with an extension of the original warranty period specified in Clause 2.1 for products manufactured by Pólux. If the customer considers it necessary, the extended warranty may be purchased upon payment of the applicable premium.

7.2. At the time of the quotation request, the customer shall request the extended warranty and specify the desired warranty period and the products to

be covered. Based on this information, Pólux will inform the customer of the applicable premium, and the customer may accept or decline the offer.

7.3. The extended warranty provides the same coverage and exclusions as the original warranty and is subject to all other terms and conditions set forth in these Warranty Terms.

7.4. The Extended Warranty shall commence at 12:00 a.m. on the day immediately following the expiration of the original warranty period.

8. General provisions

8.1. In order to be entitled to warranty coverage, the customer shall comply with the specifications set forth in the Equipment Installation and Maintenance Manual, as well as with the applicable standards and regulations regarding installation, operation, maintenance, and storage in force in each state or country.

8.2. The warranty does not cover components, parts, or items whose service life is shorter than the warranty period, such as fuses, lamps, thyristors, transistors, power diodes, and other components whose service life under normal operating conditions is shorter than the warranty period.

8.3. At the time of quotation, the customer shall provide the measurement characteristics, which shall remain unchanged until the equipment sizing process is completed. If such characteristics differ from those initially provided, the warranty shall not apply.

8.4. Any tolerance or failure to enforce compliance with any of these clauses or conditions shall be considered a mere act of discretion and shall not be interpreted as a novation of this instrument.

8.5. For formal purposes, all communications established between the parties shall be made electronically by e-mail to the addresses specified in the quotation and/or technical-commercial proposal.



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