SOFTGENT Ltd., owner of the brand TRACKGENT and products under this brand SGNT-TGAI, SGNT-TGAO, SGNT-TGTB, SGNT-TGTD and SGNT-TGGT, hereinafter referred to as the Guarantor, warrants the good quality and proper operation of the purchased equipment if it is used according to the user manual in a manner appropriate for its intended use under the following conditions:

1. This Warranty covers defects resulting from defects in parts, materials, or workmanship if such defects become apparent within 12 months of the date of purchase.
2. A device is considered defective if it fails to perform the functions indicated in the operating instructions, technical specifications or other similar documents supplied with the device, and if it is unable to perform the functions indicated in the operating instructions, technical specifications or other similar documents supplied with the device.
3. The Warrantor is not responsible for loss or recovery of software or data when TRACKGENT applications are installed on devices other than those approved by the Warrantor.
4. Defects and damage disclosed during the warranty period will be removed free of charge only by the Warranty Service Center located at SOFTGENT Sp. z o.o., ul. Budowlanych 31D, 80-298 Gdańsk, Poland, within 14 working days from the date of delivery of the device to the Service Center.
5. The time for removal of defects and damage may be extended if spare parts are imported outside the borders of the Republic of Poland or if the defective part is sent to the manufacturer's service.
6. Warranty benefits will be provided under the following conditions:
	1. Immediate and effective notification to the Warrantor via the online Service Center available 24x7 at https://www.softgnet.com/csc of the defects found in the equipment and cessation of its use;
	2. A detailed and legible description of the technical problem has been provided;
	3. The labeled device along with a copy of the commercial invoice and RMA (Return Merchandise Authorization) number must be delivered to the Guarantor's Service Center;
	4. The serial number of the defective device delivered must match the serial number of the device sold to the Customer;
	5. The delivered device shall be properly packaged during loading, transportation and unloading;
	6. Shipping to the Guarantor's Service Center must be arranged and paid for by the Customer;
7. The Guarantor reserves the right to charge the Beneficiary of the Guarantee the costs of service, transport, insurance and customs clearance, if the defect does not fall within the scope of this Guarantee or is not proven to be defective.
8. 7 The warranty does not cover:
	1. Mechanical or electrical damage resulting from improper installation, configuration, use, or other acts not in accordance with the operating instructions or contrary to the technical specifications supplied with the equipment;
	2. Damage caused by acts of God, floods, fires, lighting or other natural disasters, wars, unforeseen events, inadequate voltage, defective power supply materials or other external factors;
	3. Equipment that has been tampered with in any way by the Warranty Beneficiary or any other person
	4. A Device that has been altered in any way by the Warranty Beneficiary or any other person, including reconfiguration, repair, intentional design changes, modifications and adjustments;
	5. A device with damaged or illegible serial numbers
	6. Actions specified in the User's Manual, which are the sole responsibility of the Customer at the Customer's own expense;
	7. Defects resulting from the use of improper or non-original consumables;
	8. Damage caused by the fault or lack of knowledge of the user;
9. The Guarantor reserves the right to replace the defective device or its component with a defect-free equivalent, provided that it will provide performance and functionality equal or higher than the original device or component. Replaced defective equipment or its components become the property of the Guarantor.
10. The Warranty period is extended by the time during which the repaired device is in the Service Center of the Guarantor.
11. The Guarantor shall not be liable for failure to perform the obligations set forth in this Warranty if such failure is caused by force majeure affecting the Guarantor or the equipment manufacturer.
12. Force Majeure means any event or circumstance beyond the reasonable control of the Guarantor which prevents the Guarantor from performing its obligations set forth in this Warranty, or causes the performance of warranty services to be inconsistent with the terms of this Warranty, and which the Guarantor could not have foreseen by acting with reasonable diligence at the time it undertook its obligations under this Warranty.
13. The Guarantor reserves the right to refuse to provide any warranty services if it would result in a breach of applicable law.
14. These General Warranty Conditions may be amended if the Buyer and the Guarantor agree on different terms in a separate agreement, and their provisions replace the corresponding provisions of the General Warranty Conditions.

**END OF DOCUMENT**