Warranty Policy

Devices: Spectrally X1 Series
Version 1.5
Effective as of 15 July 2026

1. General Provisions

1.1. This Warranty Policy sets out the terms of the warranty granted by Gekko Photonics Industrial Sp. z o.o., with its registered office in Wrocław (hereinafter: “Gekko”), for all Spectrally X1 series devices (hereinafter: “Devices”).

1.2. The warranty applies exclusively to Devices purchased directly from Gekko or its authorized distributors.

1.3. The warranty covers material, manufacturing, and functional defects that arise under normal use consistent with the Device's intended purpose.

2. Warranty Period

2.1. The warranty remains in force for the following period:

- **Inline System**: 12 months from the date of signing the installation acceptance protocol,
- **Laboratory System**: 12 months from the date of sale.

2.2. If the installation acceptance protocol has not been signed for reasons not attributable to Gekko, the warranty period shall be deemed to commence on the day the Device is powered on and put into use by the user.

2.3. Repair or replacement of the Device under warranty does not extend or restart the warranty period for the Device as a whole. For a replaced component, the warranty period runs for 6 months from the date of replacement, but no less than until the end of the original warranty period for the Device.

3. Scope of Warranty

3.1. The warranty covers:

- repair or replacement of defective components of the Device,
- service costs related to diagnosis and repair of defects covered by the warranty.

3.2. The warranty does not cover:

- damage resulting from improper use, maintenance, storage, or transport,
- defects caused by the actions of unauthorized persons,
- mechanical or chemical damage unrelated to a manufacturing defect,
- components subject to natural wear during operation (e.g., seals, cables),
- software supplied as part of the Device, if the user has modified or interfered with it,
- use of the Device inconsistent with its intended measurement purpose specified in the documentation, user manual, or Agreement, in particular for measuring processes other than those intended for the given Device,
- damage resulting from assembly/installation performed independently or in a manner inconsistent with the instructions, by an entity not authorized by Gekko.

3.3. Maintaining warranty rights requires making the device available for mandatory service inspections 3 months after installation and every 6 months thereafter from the date of the previous inspection (in accordance with the service price list). Failure to perform an inspection within the required period may result in the loss of warranty rights.

3.4. The warranty covers the correction of errors in the software supplied by Gekko, provided they manifest during proper use of the Device in accordance with its intended purpose and documentation. The warranty does not cover development updates, functional extensions, or modifications made at the user's request.

4. User Obligations

4.1. The user is obligated to:

- store and operate the Device in accordance with the user manual,
- perform regular maintenance in accordance with the manufacturer's recommendations,
- make the complete service history of the Device available upon request of the warranty service.

4.2. Any attempts to repair the Device by persons or service providers not authorized by Gekko shall result in the loss of warranty.

4.3. If it is determined that the Device has been used in a manner materially inconsistent with its intended purpose specified in the documentation, user

manual, or Agreement, in particular for measuring processes, substances, or parameters other than those intended for the given Device, Gekko may refuse to honor warranty claims and declare the warranty void in its entirety, if such use could have affected the technical condition of the Device, the safety of its operation, the accuracy of measurement results, or the possibility of performing diagnostics.

5. Filing a Warranty Claim

5.1. To file a warranty claim, the user is obligated to:

- notify Gekko in electronic form to the following address: support@gekkophotonics.com, of the discovery of a defect:
  - immediately, no later than within 1 business day – in the case of a malfunction preventing use of the Device;
  - within 7 days from the date of discovery – in all other cases,
- make the Device available for remote inspection by ensuring a stable internet connection.

5.2. Gekko shall confirm receipt of the complete claim within 2 business days and shall provide the user with a preliminary decision regarding further proceedings within 5 business days of receiving the complete claim.

5.3. Upon submission of a defect report, the manufacturer shall perform a preliminary remote inspection of the device. For this purpose, the user is obligated to:

- ensure an internet connection for the Device and enable access to its diagnostic system,
- cooperate with the service team by performing the necessary diagnostic actions in accordance with the instructions received.

5.4. The claim shall contain at minimum: a description of the discovered defect, the date of its detection, the serial number of the Device, contact details of the person filing the claim, and – upon Gekko's request – photographic documentation, recordings, or other diagnostic information enabling a preliminary assessment of the claim.

5.5. Based on the results of the remote inspection, the service team shall decide on further proceedings:

- if the repair requires transport of the Device to the service center, the user shall be informed accordingly, together with transport instructions.

- on-site repair at the installation location – if the defect prevents transport of the Device; in such cases, the manufacturer shall take appropriate service actions.

5.6. If the remote inspection does not allow for unambiguous diagnosis of the problem, the manufacturer reserves the right to perform further diagnostics at the installation site or in the service center.

5.7. The manufacturer shall cover the costs of transporting the Device to the service center and back, or the technician's travel costs, if the reported defect is deemed covered by the warranty. Otherwise, these costs shall be borne by the user.

6. Warranty Repair Performance

6.1. Warranty repairs are performed at authorized service centers or at the installation location if the defect prevents transport of the Device. The warranty repair or replacement of the Device shall be carried out within a reasonable time, taking into account the nature of the defect, the availability of parts, and technical conditions, and as a rule no longer than 21 business days from the date of completion of diagnostics.

6.2. The costs of transporting the Device to the service center and back shall be borne by:

- The manufacturer – in the case of acknowledged warranty claims,
- The user – in the case where the defect is not deemed covered by the warranty.

6.3. Upon completion of the repair or replacement, Gekko shall provide the user with a service report confirming the scope of work performed and the restoration of the Device's functionality. The user may raise reasonable objections to the report within 3 business days of its receipt.

7. Final Provisions

7.1. This warranty does not exclude, limit, or suspend the consumer rights arising from laws applicable in the place of purchase of the Device.

7.2. Any disputes arising from the performance of this warranty shall be resolved in accordance with Polish law by the court having jurisdiction pursuant to the provisions of the Agreement or the GTC, or, in the absence of such provisions, by the court having jurisdiction under generally applicable law.