

# WARRANTY TERMS - J1

## 1. GENERAL COMMENTS

We declare that the product is free from defects and it will operate properly within the warranty period defined in "the Warranty" if the appliance is installed, commissioned and maintained in accordance with the valid "Installation, commissioning and maintenance manual" (hereinafter referred to as Instruction manual).

Any malfunction or possible defects will be repaired by the Manufacturer or a maintenance company authorized by the Manufacturer (hereinafter referred to as the Manufacturer) in accordance with liability outlined in the "the Warranty" and "Warranty Terms".

The following warranty terms are binding for any party of any contract pertaining to appliances, unless stated otherwise.

## 2. WARRANTY REFERS TO

These warranty terms are valid for the appliance defined in "the Warranty".

## 3. GENERAL TERMS

"The Warranty" form must be properly and clearly completed in its entirety by the person or company installing and performing initial commissioning of the equipment.

Appliance installation and commissioning must be executed by qualified personnel and documented through appropriate records.

The appliance must be handled by an individual with appropriate qualifications.

The Manufacturer will not commence the repair works on possible defects/malfunctions (hereinafter referred to as "Malfunction") in accordance with the "Warranty terms" unless the original "Warranty" and invoice for the appliance are submitted.

## 4. SCOPE AND VALIDITY OF THE WARRANTY

The Warranty covers all malfunctions resulting from Manufacturer error in appliance construction, error in materials and components used in the appliance and errors in appliance assembly.

## 5. WARRANTY IS VOID IN CASE OF

- defects resulting from transport, discharging, storage or manipulation of the appliance,
- damages caused by external factors during transport, discharging, storage or manipulation of the appliance,
- mechanical damages resulting from excessive use of force or fall,
- malfunctions or damages caused by:
  - a) faulty assembly and/or commissioning by unqualified personnel,
  - b) faulty installation of other equipment attached to the device which are not under the Manufacturer's supervision,
  - c) using unsuitable commissioning and/or operating software
  - d) handling the device in ways that do not comply with the Instruction Manual and/or handling by unqualified personnel,
  - e) insufficient and faulty checks, controls and services of the device which are stated in the Instruction Manual,
  - f) using spare parts which are not original or parts not authorized by the Manufacturer,
- damages which were caused during maintenance or repair by service personnel not authorized by the Manufacturer,
- parts and components which wear with regular usage (dispensable material) – filters, sealing, belts, bulbs, neon lights, safety elements, bearings etc.
- damages on other properties of the Buyer and/or third parties created as a result of the device's inactivity during the waiting period for repair within the warranty period
- damages caused by changing work parameters and adjustments not authorized by the Manufacturer
- malfunctions caused by forces out of human control

## 6. WARRANTY PERIOD

The warranty period is defined in "the Warranty" for each appliance.

### 6.1. Warranty commencement – delivery

Warranty period commences from the date of readiness for delivery / date of appliance delivery

### 6.2. Commissioning

The appliance is commissioned when:

- the appliance is assembled / installed on site, connected to installations (ventilation system, electric power grid, automated regulation system, etc.) and filled with appropriate media defined in "Appliance Technical Specifications" and Instruction manual,
- the "Commissioning Control Sheet" is properly completed,
- the automated regulation elements and parameters are adjusted in accordance with the "Appliance Technical Specifications" and Instruction manuals of the appliances and equipment delivered by the Manufacturer.
- "the Commissioning Record" is properly completed.

## 7. COMPLAINTS

Malfunctions, defects and working irregularities must be reported to the Manufacturer in written form only (via e-mail, fax message, internet complaint form and similar).

Telephone complaints will not be considered.

Malfunction complaint must contain:

- appliance type and serial number,
- exact address of the device location (company name, telephone / fax / e-mail, contact person),
- short description of the malfunction and indicators of irregular appliance operation.

Costs resulting from unfounded complaints are at the expense of the Client.

As a condition for the exercise of rights under the warranty, in addition to the malfunction report, the Customer must submit the Order for the exercise of rights under warranty in accordance with the PRO-KLIMA form.

All costs due to an unjustified complaint in accordance with the aforementioned Order and these Warranty terms – shall be borne by the Customer; otherwise, items 11 and 12 of the Warranty terms shall apply.

The Manufacturer reserves the right not to guarantee for obligations and services in cases where the Client is late with payment for the appliance or some previous maintenance works.

## 8. COMMENCEMENT OF REPAIR WORKS

The Manufacturer is obligated to assess and report the legitimacy of the complaint and to commence identified malfunction repairs within 48 hours or 2 working days from the date of receiving the malfunction complaint.

The working days are defined as Monday to Friday, 8 to 16 hours, central European time (CET).

## 9. DURATION OF REPAIR WORKS

The Manufacturer will repair the malfunction referred to in the Warranty within 45 days from the date of receiving the complaint.

The Manufacturer reserves the right to prolong the deadline (with written notification to the Client) in cases where components of other manufacturers, with delivery period longer than 30 days, are needed; as well as in case of unfavorable weather conditions (for appliances installed outdoors).

If the malfunction is not repaired within 10 days, the warranty period is extended for the number of days necessary to repair the appliance.

The Manufacturer decides on the manner of repair and type of replacement parts.

The Client is obligated to enable the repair works / to accept delivered parts immediately upon being notified by the Manufacturer.

The day of malfunction elimination is defined as the day of repair work finalization / delivery of parts and their acceptance by the Client, based on a written record.

Warranty for any replaced component expires along with the expiry of warranty for the entire appliance.

## 10. „TOTAL“ COSTS COVERED

In case of appliance delivery to the Manufacturer, all costs referred to in the Warranty are covered (parts + works + disposal of faulty parts) except:

- costs of uninstalling the appliance and its subsequent reinstallation on the object,
- costs of permits and approvals necessary for maintenance personnel to access the appliance,
- costs of transport and all other related costs (loading/discharging, storage, insurance...) from the location to the Manufacturer and back.

The deadlines for malfunction repair (defined in article &9 „Duration of repair work“) commence from the moment of appliance delivery to the Manufacturer up to the moment of Manufacturer's readiness for delivery (written notification of the Manufacturer).

## 11. COSTS COVERED „ON LOCATION“

The Warranty covers all costs (parts + work + transport costs) resulting from malfunction repair on the location stated in "the Warranty" (object / city / country).

The Client is obligated to obtain all permits and approvals necessary for maintenance personnel to access the appliance. The cost of these is at the expense of the Client.

The costs of works necessary to commence the repair works (construction works, uninstalling of other appliances and similar) are at the expense of the Client.

## 12. COSTS COVERED – „AT THE MANUFACTURER“

The Warranty covers the cost of faulty / damaged parts + delivery costs to the object defined in "the Warranty".

The parts are shipped via means of public transportation (postal, road, railway transport) as a regular shipment.

## 13. COSTS IF NOT COVERED BY THE WARRANTY

If payment conditions (for parts, components and works) are not defined during Contract creation, the conditions and pay dates specified in the Manufacturer's bills/invoices are legally binding.

Costs of transport in the amount of real costs, depending on the means of transport chosen by the Client, are increased by 8 %.

Other related costs (work of other contractors...) in the amount of real cost increased by 8%.

## 14. FAULTY PARTS

Faulty parts replaced within the warranty period become the Manufacturer's property.

If the Manufacturer refuses or is unable to receive faulty parts (operational elements and similar), the disposal of faulty parts (work material, media etc.) is the responsibility of the Client.

Upon a special request, the Manufacturer disposes of the faulty parts in accordance with legal regulations and at the expense of the Client.

The Manufacturer is obligated to deliver appropriate documentation of the executed disposal to the Client, in a reasonable period of time.

## 15. FINAL PROVISIONS

The Manufacturer ensures maintenance, consumables and spare parts for 7 years following the delivery of the appliance.

Rights contained in the Warranty cannot limit the Client's rights arising from other legal bases.

These warranty terms are applicable from 22.10.2019.