

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 product 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 products, unless stated otherwise.

2. WARRANTY REFERS TO

These Warranty terms are valid for the product 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 product.

Product installation and commissioning must be executed by qualified personnel and documented with appropriate records.

The product 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 product are submitted.

4. SCOPE AND VALIDITY OF THE WARRANTY

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

5. WARRANTY IS VOID IN CASE OF

- a) defects resulting from transport, discharging, storage or manipulation of the product,
- b) damages caused by external factors during transport, discharging, storage or manipulation of the product,
- c) mechanical damages resulting from excessive use of force or fall,
- d) malfunctions or damages caused by:
 - faulty assembly and/or commissioning by unqualified personnel,
 - faulty installation of other equipment attached to the device which are not under the Manufacturers supervision,
 - using unsuitable commissioning and/or operating software
 - handling the device in ways that do not comply with the Instruction Manual and/or handling by unqualified personnel,
 - insufficient and faulty checks, controls and services of the device which are stated in the Instruction Manual,
 - using spare parts which are not original, or parts not authorized by the Manufacturer,
- e) damages which were caused during maintenance or repair by service personnel not authorized by the Manufacturer,
- f) parts and components which are worn with regular usage (dispensable material) - filters, sealing, belts, bulbs, neon lights, safety elements, bearings etc.
- g) 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
- h) damages caused by changing work parameters and adjustments not authorized by the Manufacturer
- i) malfunctions caused by force majeure

6. WARRANTY PERIOD

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

6.1. Warranty commencement – delivery

Warranty periods begin to run from the date of delivery of the product, i.e. from the date of the Manufacturer's readiness for delivery (if the Buyer has not collected the product of the device within the agreed period).

6.2. Commissioning

The product is commissioned when:

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

- product 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 product operation.

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

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

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

8. COMMENCEMENT OF REPAIR WORKS

The Manufacturer undertakes to report the justification 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 Buyer) 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 products installed outdoors).

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

The Buyer 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 Buyer, based on a written record.

In the case of a minor repair, the warranty period is extended as long as the Buyer was not able to use the product, however, when the product is replaced or its essential repair is performed, the warranty period starts again from the day of replacement or from the day of return of the repaired product.

If only a part of the product is replaced or substantially repaired, the warranty period starts again only for that part.

10. „TOTAL“ COSTS COVERED

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

- costs of disassembling the product as well as its reassembly at the site,
- costs of permits and approvals necessary for maintenance personnel to access the product,
- 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 product 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" (site / city / country).

The Buyer is obligated to provide all necessary permits and approvals necessary for service personnel accessing the product. The cost of these is at the expense of the Buyer.

The costs of works necessary to access the repair of the defect (construction works, uninstalling of other products and similar) are borne by the Buyer.

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 upon when concluding the agreement, 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 Buyer, are increased by 8 %.

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

14. THIRD PARTY COSTS

In the event that within the scope of the warranty, accepted by the Seller, third-party costs should arise that are charged to the Manufacturer, they must be previously approved by the Manufacturer, in which case an invoice for the same costs should be issued and delivered to the Manufacturer no later than 90 days from the date of repair or replacement of the product (otherwise the same costs are borne by the Customer).

15. FAULTY PARTS

Faulty parts replaced within the warranty period become the property of the Manufacturer.

If the Manufacturer refuses or is unable to receive faulty parts, the disposal of faulty parts (work material, media etc.) is the responsibility of the Buyer.

Upon a special request, defective parts are disposed of by the Manufacturer in accordance with applicable legal regulations and at the expense of the Buyer.

The Manufacturer is obliged to provide the Buyer with correct documentation on the disposal within a reasonable period of time.

16. FINAL PROVISIONS

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

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

These warranty terms are applicable from 19.12.2024.