

GUARANTEE AND CLAIM CONDITIONS

REMAK a.s. (EXPORT)

1. GENERAL PROVISIONS

This document includes general provisions applicable to products manufactured by Remak a.s., Zuberská 2601, 756 61 Rožnov pod Radhoštěm (hereinafter the „manufacturer“) delivered to a buyer outside the Czech Republic. A buyer is understood as a distributor or a sales agency in the respective country.

The standard guarantee period for VENTO, AeroMaster XP, AeroMaster FP, AeroMaster Cirrus and CAKE air-handling units, DoorMaster air curtains and VCS control units is 24 months. The standard guarantee period always starts from the date of product commissioning, however, no longer than 30 months from the date of sale by the manufacturer.

If not agreed otherwise in the contract of sale or in the dealership agreement, the provisions of these Guarantee and Claim Conditions shall always be applied.

The standard guarantee period can be extended following the conditions contained in Art. 5 of the "Extended Quality Guarantee Conditions".

2. GUARANTEE COVERAGE

This guarantee is a unilateral act of the manufacturer, and if a justified claim is accepted in accordance with paragraph No. 4 hereinafter, it covers all products and their components showing material or functionality defects that originated in the production process.

At its sole discretion, the manufacturer shall provide to the buyer within this guarantee:

- A. free of charge repair of a defective product,
- B. free of charge replacement of a defective product,
- C. compensation of justifiable transport costs for defective product to the manufacturer, if expressly required by the manufacturer.

Within the guarantee, the manufacturer shall not compensate:

- D. travel expenses, service labour expenses related to
- E. defective component replacement or other associated costs.

This guarantee shall not cover normal component wear caused by standard use, defects resulting from poor design, improper installation, handling, connection or operation, inappropriate electrical protection, failure to ensure the supply voltage specified by the manufacturer, tampering, modifying, removing or replacing the component or product with a component or product other than delivered or approved by the manufacturer, and thus not suitable concerning the quality and safety of the product.

This guarantee also does not cover defects resulting from use of input media of unsuitable parameters (pressure, temperature, purity, chemical composition, etc.), improper use or operating conditions which do not comply with those specified in the Installation and Operating Instructions, damage caused by disasters, violent acts or failing to perform maintenance (timely filter replacement, driving belt tightness checks, replacement of bearings, etc.).

As of May 1st, 2018, all undivided rotary heat exchangers with a rotor diameter greater than 1800 mm used in AeroMaster air-handling units will be equipped with numbered tilt and impact detectors registered by the manufacturer. The integrity of these indicators is a condition for the guarantee to stay valid.

3. GUARANTEE VALIDITY CONDITIONS

The installation must be performed in accordance with a design which was created by a qualified (authorized) designer who designed the system in accordance with the user requirements and specifications provided by the manufacturer.

Each product must be professionally installed and tested before being handed over to the final user.

The installation and commissioning may only be performed by an authorized installation company licensed in accordance with local legal regulations. Before being put into operation, wiring inspections must be performed depending on the device configuration.

The commissioning, especially device regulation and protection using elements and components recommended or specified by the manufacturer, must be performed by an expert installation company. Conformity of the design, installation and

commissioning with the manufacturer's technical documentation is essential for the guarantee validity.

The device must be maintained and serviced by qualified staff in accordance with the Installation and Operating Instructions.

The device may only be used for the purpose in accordance with the Installation and Operating Instructions.

4. CLAIMS

If the buyer finds a product defect which he considers to be a manufacturing defect covered by this guarantee, he shall send his claim to the manufacturer by e-mail to the Customer Service Department address: servis@remak.eu.

The e-mail message must include:

- A. Product description
- B. Serial number of the defective product
- C. Order number
- D. Bill of delivery (invoice) number
- E. Operating time of the claimed component

The message must be accompanied by photographs showing:

- F. Defective product with the claimed defect visible
- G. Rating plate
- H. Photographs of gauge displays showing measured values, if applicable

After receiving the claim, including the above-mentioned required information, the manufacturer shall decide on its justification and make a proposal for the claim resolution. After comprehensive assessment of the claim, the manufacturer shall issue a claim record and decide on the cost compensation in accordance with paragraph No. 2 hereinbefore.

5. EXTENDED QUALITY GUARANTEE CONDITIONS

An extended quality guarantee can be provided if all the conditions of the guarantee validity according to Art. 3 are met and if:

- 5.1 The registration sheet, an integral part of which is the protocol containing measured values during start-up and regulation of the air-handling and control units according to the user's requirements and in accordance with the accompanying technical documentation and the copies of inspection reports, is completed by the Buyer and sent to the Seller. The registration must be made within 30 calendar days of first start-up of the goods.
- 5.2 Copies of the service sheets containing the performed periodic checks in accordance with the Installation and Maintenance Instructions are regularly sent to the Seller's postal address or e-mail address servis@remak.eu always at the latest by May 5th and November 30th of the current year.
- 5.3 Copies of the periodic inspections performed in accordance with the valid legislation by the user are sent to the Seller's postal address or e-mail address servis@remak.eu. The Interested Parties can register using the electronic form at www.remak.eu. Registration of the extended guarantee will be confirmed to the Buyer and User once the commissioning protocol and initial inspection reports have been received.

6. CONSEQUENTIAL DAMAGE

The manufacturer shall not be responsible for any direct or indirect damage to persons, animals, or property resulting from ignoring procedures and warnings included in the Installation and Operating Instructions, improper installation, insufficient maintenance or improper use. The manufacturer shall also bear no responsibility for any damage resulting from temporary device shutdown.

7. FINAL PROVISIONS

These Guarantee and Claim Conditions come into effect on 1st May 2018. These Guarantee and Claim Conditions invalidate any preceding agreements and/or manufacturer's declarations related to the subject of these Guarantee and Claim Conditions.