

GUARANTEE AND CLAIM CONDITIONS

REMAK a.s. (EXPORT)

1. GENERAL PROVISIONS

This document contains general guarantee conditions applicable to products of Remak a.s., Zuberská 2601, 756 61 Rožnov pod Radhoštěm (hereinafter referred to as the "Manufacturer"), delivered to a buyer with the registered office outside the Czech and Slovak Republic.

A buyer is understood as a distributor or a sales agency in the respective country, or an installation company which purchased a Manufacturer's product from a relevant distributor or dealer. A standard guarantee period for VENTO, AeroMaster XP, AeroMaster FP, AeroMaster Cirrus, CAKE, DoorMaster door and gate 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 6 months from the date of sale by the Manufacturer. The standard guarantee period for supplies of other goods is 12 months.

Unless provided in a Purchase Agreement or Distributor Agreement concluded with the Manufacturer otherwise, the provisions hereof shall always apply.

The standard guarantee period may be extended by the Manufacturer under terms stipulated in Clause 5 of "Extended Quality Guarantee Conditions".

2. GUARANTEE SCOPE

This guarantee is a unilateral act of the Manufacturer and if a justified claim is accepted in accordance with Clause 4, it covers products 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. replacement of a defective part, EXW, Manufacturer's registered office, or
 - B. payment, after a prior agreement, of purposely expended costs for repair of a defective part, in each case, unless provided in a Purchase Agreement otherwise.
- The Manufacturer does not pay the costs for transport of the provided product to the Buyer or travel expenses, costs for service works relating to exchange of a defective part, eventually other costs.

This guarantee does not apply to ordinary wear and tear of products, caused by their standard usage, to defects caused by inappropriate project, incorrect installation, manipulation, wiring, operation, inappropriate power protection, non-observance of supply voltage defined by the Manufacturer, unprofessional or inappropriate intervention, modification or disassembly, exchange of a product part or component for a part or component which has not been supplied or approved by the Manufacturer for the given device and is not suitable to ensure product quality and safety.

This guarantee does not apply also to defects caused by usage of input media of non-corresponding parameters (pressure, temperature, cleanness, chemical composition etc.), by inappropriate usage or operating conditions which are not compliant with the conditions specified in the Installation and Operating Instructions, by damage due to natural disaster, violent damage and neglected maintenance (timely exchange of filters, driving belt tightness checks, exchange of bearings, etc.).

All undivided rotary heat exchangers in AeroMaster units are equipped with numbered tilt and impact detectors registered by the Manufacturer, and rotary heat exchangers with a rotor diameter above 1800 mm are additionally equipped with impact indicators. The integrity of these indicators is a condition for the guarantee to stay valid.

3. GUARANTEE VALIDITY CONDITIONS

Products shall be installed based on a project executed by a qualified (authorized) designer who designs a complex solution of the entire system according to the operator's requirements and in compliance with the Seller's project documentation. All the products must be professionally installed and tested before their delivery to a final consumer (user). Products may be installed exclusively by a professional installation company with a licence according to the legislation of a relevant country.

Initial inspections must be performed before commissioning depending on the device configuration.

Commissioning must be performed by an expert company. It means especially device regulation and protection using elements and components recommended or specified by the Manufacturer. The compliance of the project, installation and commissioning with the Manufacturer's technical documentation is a necessary condition to admit a possible guarantee claim.

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

The device shall be used only for the defined purposes according to the Installation and Operating Instructions.

4. LODGING OF GUARANTEE CLAIMS

If the Buyer finds a product defect which he considers to be a manufacturing defect or material 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. Installation companies shall lodge a guarantee claim by means of a relevant distributor or dealer in the given country.

Such a report shall contain:

- A. Description of a product defect
- B. Order number
- C. Production (serial) number of a defective product (VSC, air curtains)
- D. Offer number
- E. Delivery note number (or invoice number)
- F. Operating time of a claimed part

The report must be accompanied by photographs showing:

- G. Defective product so that the claimed defect is visible
- H. Rating plate
- I. Photographs of gauge displays showing measured values, if applicable

After the guarantee claim with the above-mentioned required data is delivered, the Manufacturer shall assess its justification and suggest a solution, within 5 days after receiving, if possible.

5. EXTENDED QUALITY GUARANTEE CONDITIONS

The extended guarantee period for AeroMaster XP, AeroMaster Cirrus, AeroMaster FP, CAKE, DoorMaster door air curtains, and VCS control units, except of the rotating components of the unit, sections with gas warming, integrated cooling, heat pump, rotary heat exchanger, and relating fixings, is 60 months. An extended quality guarantee can be provided if all the conditions of the guarantee validity according to Clause 2 are met and if:

- 5.1 a registration form is filled in at www.remak.eu/en/service-and-maintenance, and a protocol with measured values upon start-up and regulation of the air-handling and control units, and the copy of inspection reports, are sent to the Seller's address or e-mail address: servis@remak.eu. An extended guarantee period shall be registered within 30 calendar days after the first start-up of the goods. After receiving the protocol on start-up and initial inspection reports, the registration of an extended guarantee period shall be confirmed to the Buyer via e-mail.
- 5.2 Regular sending of copies of service sheets concerning performed periodic checks in compliance with the Installation and Operating Instructions, always latest by 31 May and 30 November of a common year, to the Seller's address or e-mail address servis@remak.eu.
- 5.3 Sending of copies of periodic checks made in compliance with the applicable legislation of the given country, to the Manufacturer's address or e-mail address servis@remak.eu.

6. CONSEQUENTIAL DAMAGES

The Manufacturer is not liable for any possible damages caused directly or indirectly to persons, animals or property, as a consequence of non-following the procedures and warnings specified in the Installation and Operating Instructions, by inappropriate installation, insufficient maintenance and improper usage. The Manufacturer shall also bear no responsibility for any damage resulting from temporary device shut-down.

7. FINAL PROVISIONS

These Guarantee and Claim Conditions come into effect on 1st April 2020. These Guarantee and Claim Conditions invalidate any preceding agreements and/or Manufacturer's declarations related to the subject of these Guarantee and Claim Conditions.