

REMAK a.s. Guarantee and Claim Conditions

PREAMBLE

These Guarantee and Claim Conditions are an integral part of the REMAK General Delivery, Payment and Guarantee Terms and Conditions, and if not agreed otherwise in the Contract of Sale or in the General Contract, or in the Contract for Work or in a similar Contract regulating the relations of the Parties (hereinafter referred to as the Seller and Buyer), the provisions of these Guarantee and Claim Conditions shall always be applied. The Seller guarantees to the first Buyer that the delivered goods will be suitable for the purpose of use as specified in the valid Technical Documentation for a specified period of time, or that the Goods will keep their properties in accordance with this Documentation.

1. GUARANTEE PERIODS

The Seller provides the first Buyer with the following guarantee periods from the delivery date – date of dispatch (DL):

- A. The standard guarantee period for components of the VENTO product ranges, AeroMaster XP, AeroMaster FP, AeroMaster Cirrus, CAKE, DoorMaster air curtains, VCS control units: 24 months
- B. The extended guarantee period for components, except for sections equipped with gas heating, integrated cooling, heat pumps, rotary heat exchangers and their accessories, is 60 months for AeroMaster XP, AeroMaster Cirrus, AeroMaster FP, CAKE air-handling units, DoorMaster air curtains and VSC control units providing the given conditions are observed.
- C. Standard guarantee period for deliveries of other goods: 12 month
- D. Standard guarantee period for servicing: 6 months

2. STANDARD QUALITY GUARANTEE CONDITIONS

- 2.1 The guarantee covers the goods and their components showing material or functionality defects that originated in the production process. Installation of the goods must be performed in accordance with a design created by a qualified (authorized) designer who has designed the system in accordance with the user's requirements and specifications provided by the manufacturer. Each component and device must be professionally installed and tested before being handed over to the end user. The installation may only be performed by a specialised installation company licensed in accordance with the Trade Law and other applicable regulations. Before being put into operation, wiring inspections must be performed depending on the device configuration. 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, commissioning and use with the Installation and Maintenance Instructions and other valid technical documentation of the manufacturer is an essential condition for guarantee validity.
- 2.2 This guarantee shall not cover normal wear and tear caused by standard use, defects resulting from a poor design, improper installation, handling, connection or operation, inappropriate storage or transport (arranged by the Buyer), inappropriate electrical protection, failure to ensure the supply voltage specified by the manufacturer, tampering with, modifying, removing or replacing a component or a product with a component or a product other than delivered or approved by the manufacturer, and thus not suitable concerning the quality and safety of the product, use of input media with unsuitable parameters (pressure, temperature, purity, chemical composition, etc.), improper use or extreme operating conditions, disaster, violent acts, or failure to perform maintenance.
- 2.3 This guarantee shall not be applied to defects caused by improper handling and/or tampering with the goods by an unauthorised person who was not expressly authorized by the Seller to carry out such actions. Tampering means any action or handling of the goods that is not expressly described as part of the service or installation activity in the seller's valid documentation.
- 2.4 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.
- 2.5 If the claim is justified, the Seller shall provide at their own expense the following:
 - A. free of charge repair of a defective product or;
 - B. removal of the defect by providing a faultless new part (if repair is not possible) or by delivering a missing part or;
 - C. technical support for removal of a defective part and installation of a repaired or a new part;
 - D. repair or replacement of a defective part at the place of installation (if the Seller deems it necessary, e.g., due to technical complexity).
- 2.5 The Buyer (respectively the Designer) selects the goods for the purpose of use and is fully responsible for the selection made and application.
- 2.6 The Seller does not provide guarantee certificates with the goods.

3. EXTENDED QUALITY GUARANTEE CONDITIONS

An extended guarantee period can be provided if all the conditions of the standard guarantee according to Art. 2 are met and if:

- 3.1 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
- 3.2 Copies of the service sheets containing performed periodic checks in accordance with the Installation and Maintenance Instructions are regularly sent to the Seller always at the latest by May 5th and November 30th of the current year
- 3.3 Copies of the periodic inspections performed in accordance with the valid legislation by the user are sent to the Seller's address or by email to servis@remak.eu. The Interested Parties can carry out registration 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.

4. CLAIM PROCEDURE

- 4.1 The Buyer shall exercise a claim on the goods in the guarantee period with the Seller by letter, fax, e-mail or phone followed by confirmation within a reasonable time period. The claim must contain a description of the defect and the production number of the claimed goods. The Seller shall confirm to the Buyer receipt of the claim within a reasonable time period and shall inform the Buyer of the identification number of the claim, the name and contact details of the person responsible for handling the claim and suggestions for further steps to be taken.
- 4.2 For claims within the guarantee period, the Buyer is obliged to submit to the Seller the Bill of Delivery or Invoice for the delivered goods and documents on professional commissioning, respectively on periodic maintenance of the goods.
- 4.3 Based on the description of the defect and phone consultation (see the contacts at www.remak.eu), the Seller shall decide on the manner of claim resolution, i.e., whether it will be resolved at the installation site or at the manufacturing plant. The claimed goods must not be disassembled before this decision has been made.
- 4.4 During the claim handling process, the service manager or authorised service technician shall assess all the circumstances of the case, including the guarantee disclaimer in accordance with Art. 2, create a service and claim protocol and decide on justification of the claim within 5 days, if possible, or 30 days in difficult cases (when expert defect assessment by a third party is needed).
- 4.5 If it is not possible to resolve the claim at the installation site, the authorised service technician shall recommend and agree with an authorised representative of the Buyer on the next step.
- 4.6 Only the Seller or authorised service technician (an employee of the authorised service company) is authorised to remedy guarantee defects by repairing, respectively replacing the defective component or goods with a component or goods in perfect condition, at the device installation site or at the manufacturing plant, respectively at the service centre (according to his/her decision depending on repair exigence).
- 4.7 If the claim is not accepted, the Buyer must pay all the Seller's expenses resulting from defect removal. During the guarantee period, the Seller undertakes to analyse the circumstances and technical justification of the claim. This also applies if the User or Provider of the device has not submitted confirmation of professional commissioning and inspections.
- 4.8 If the Seller discovers that the defect was caused by a material defect, malfunction or production defect in the claimed goods, the Seller is obliged to accept the claim even if not all the formal conditions in accordance with Art. 2 are met.

5. GENERAL PROVISIONS

- 5.1 Any issues which are not expressly stated in these Guarantee and Claim Conditions shall be handled in accordance with the applicable provisions of Civil Code No. 89/2012 Sb.
- 5.2 The Seller reserves the right to make any changes to these Guarantee and Claim Conditions unilaterally, while the version valid on the date of conclusion of the respective Contract of Sale or another Contract is decisive.
- 5.3 The Seller is responsible for any possible damage caused by a defect in the goods only within the scope which was arranged in the respective Contract of Sale.
- 5.4 *These Guarantee and Claim Conditions become effective on May 1, 2018 and are valid for buyers based in the Czech Republic.*