

WARRANTY CONDITIONS

1. **KLIMOR Spółka z Ograniczoną Odpowiedzialnością with its seat in Gdynia, ul. Bolesława Krzywoustego 5, 81-035 Gdynia** hereinafter referred to as the Guarantor hereby provides a warranty for the unit (type and number specified in the Warranty Card supplied together with the invoice) hereinafter referred to as the "Device" purchased from the Guarantor. The obligations of the Guarantor under this warranty with respect to the supply of spare parts shall be performed by the Guarantor, while the obligations with respect to labor shall be performed by the Purchaser. The guarantee shall be maintained under the condition that the equipment is operated by the person entitled to the guarantee, hereinafter referred to as the "Purchaser", in accordance with the requirements specified in the operation and maintenance manual, hereinafter referred to as "OMM".

2. Warranty period

The Guarantor shall grant to the Purchaser a warranty for the Equipment, which includes free spare parts for the period of:

2.1 **24 months from the date of sale**, in the case of commissioning of the device by the Guarantor or its Authorized Service Partner in a paid form and also without the participation of the Guarantor* but under the condition of sending to the email address of the Guarantor :serwis@klimor.com, within 90 days, from the date of sale/date of invoice, for the purchased material or device, a correctly completed **Report of Assembly and Start-up of the Device**. In the event that the date of commissioning is delayed, the Purchaser shall apply in writing to the Guarantor, before the expiry of 90 days from the date of sale/invoice date, for an extension of the period by the time necessary for commissioning, but for no longer than 9 months from the date of sale/invoice date. After this period, the warranty shall be maintained on condition that the purchased Equipment is inspected by the Guarantor at the Authorised Person's expense. **The Device Assembly and Start-up Protocol** constitutes an appendix to the **Warranty Card** or is available on the website of the Guarantor: www.klimor.com.

The guarantee shall be maintained on the condition that the Purchaser carries out periodical operational inspections resulting from the Device's OMM every 6 months. The scope of inspections is described in OMM of the Device. Inspection reports shall be stored in a form allowing its presentation at the request of the Manufacturer.

2.2 **24 months** from the date of sale, for devices type : AMBER, KCX, KCO, AGB, AGC, NSL laminar ceilings and other ventilation network components that do not require commissioning by the Guarantor's service department.

Description of operation of these devices is included in the operation and maintenance manual OMM attached to the delivery.



2.3 The Guarantor or Authorized Service Partner undertakes, in case of start-up of the Unit, to conduct a one-time training of persons responsible for operating the Units, indicated by the Buyer. The Buyer shall indicate these persons during the visit of the Guarantor on site during commissioning.

3. Start-up is understood as: one-time arrival of authorized persons from the service of the Guarantor or an Authorized Service Partner to the site of the properly installed unit, after performing all the assembly works, such as: proper connection of the unit to the ventilation network, connection of all the media including power supply to the unit, connection of control automation system components, ensuring operating conditions for the target operation of the unit.

During start-up of the Device, the service personnel of the Guarantor or of the Authorized Service Partner is obliged to measure operating parameters of the Unit, make adjustments and set correct operating parameters within the scope of the Guarantor's delivery.

4. The Guarantee covers free of charge repair of defects of the Equipment caused by the delivery of faulty parts or manufacturing defects, defects in material or workmanship, directly caused by the parts or the Equipment itself and solely attributable to the fault of the Manufacturer, resulting in technical failure of the Equipment provided that:

4.1 The Buyer documents that it has sent a correctly completed Start-up Protocol of the Equipment to the Guarantor's address within 90 days of the sale/date of invoice or the Guarantor's consent to extend the period by the time necessary for the start-up but not longer than 9 months from the date of sale/date of invoice.

4.2 For the warranty period of 24 months, the Purchaser shall carry out appropriate inspections in the periods and to the extent indicated in the OMM.

4.3 The Purchaser shall document compliance with the operating conditions of the Equipment as specified in OMM.

Possible defects, manufacturing inaccuracies or errors shall only be considered for warranty if the Buyer documents the defects photographically within 2 weeks of the delivery and sends it in the form of an application to the e-mail address of the Guarantor.

5. The date of delivery of the replacement items, subject to the terms of the guarantee, will be specified by the Guarantor up to 14 days after receipt of written information from the Buyer on the occurrence of the defect. This deadline may depend on the waiting time for spare parts from the Guarantor's suppliers. All parts and materials replaced during the warranty repair shall become the property of the Guarantor - if it expresses the necessity to do so before the delivery of the spare parts.

6. Replaced items will be submitted to the manufacturer's expertise, in the event that mechanical damage or damage not attributable to the product is found, the Notifier will be charged for the cost of delivery and the item itself at the Guarantor's list price.

7. All applications for warranty repairs should be submitted to the Guarantor in writing, only on the form "Application for warranty repair" which is attached to the Warranty Card or can also be downloaded from the website of the Guarantor: www.klimor.pl



A prerequisite for proper notification of warranty repair is correct and complete filling in by the Authorized Person of the "Notification of warranty repair" form together with the following data:

- a) type and serial number of the Device,
- b) address and place of installation of the Device,
- c) type of damage to the Device,
- d) description of symptoms of malfunctioning of the Device, and
- e) presentation of a valid proof of purchase of the Equipment or its copy (invoice, receipt, bill) with the date of sale compliant with the data included in the Guarantee Certificate

8. The decision about validity of the warranty repair application, in particular about the causes or fault of the damage shall be made by the Guarantor and shall be binding for the Authorized Person. The authorized person has the right to present within 14 days from the date of the decision of the Guarantor justified reservations, confirmed by an expert on the subject.

9. The Guarantor shall be liable for physical defects of the Device only within the limits of the value of the defective parts. The Guarantor shall not be liable for any further damages, loss of profits, contractual penalties incurred by the Authorized Person, losses caused by stoppage of the Device while waiting for guarantee repair, and property damage (direct and indirect) caused by the stoppage of the Device.

10. The Guarantor may refuse free of charge repair in case:

- determining inconsistency of data in the documents presented by the Authorized Person with the data on the Device,
- the Device's warranty seals are broken,
- violation of provisions contained in the Device's Warranty Card,
- the Equipment is used contrary to its purpose or OMM,
- failure to provide the Guarantor with smooth and safe access to the Device.

11. The Warranty shall cease to apply to the Equipment or its parts for the following reasons:

11.1 Errors in operating service, improper maintenance and adjustment not in accordance with the guidelines in the OMM.

11.2 The Authorized User uses for the Device, as spare and operating parts, parts other than the original installed in the Device, without the prior consent of the Guarantor.

11.3 The Customer uses the Device contrary to its intended purpose.

12. The warranty does not cover:

- 12.1 Consumable parts such as: drive belts, filters and filter cartridges, seals, bearings, steam humidifier boilers, gases, liquids, lubricants, fuses and bulbs, pulleys, vibration isolators, etc.
- 12.2 Damage caused by transport or improper storage.
- 12.3 Damages or other failures caused by assembly, installation, start-up or operation of the Device and/or its automatics in a manner inconsistent with the conditions included in OMM and recommendations of the Guarantor, as well as by weather conditions for which the Device was not made.
- 12.4 Consequences of performing any installations or modifications without the prior consent of the Guarantor.
- 12.5 Mechanical damage or damage caused by third parties.
- 12.6 Loss of or damage to materials, parts delivered loose and not fitted on the Device.
- 12.7 Damage caused by obstruction of the condensate drainage system.
- 12.8 Effects of surges, voltage peaks, lightning and other events caused by natural forces of force majeure.
- 12.9 Damages resulting from operating errors, maintenance and adjustment not complying with the guidelines contained in the OMM.
- 12.10 Accessories of the Device and services, if they were not supplied by the Guarantor.
- 12.11 Devices, parts, subassemblies whose serial numbers have been altered, removed or obliterated in any way.
- 12.12 Claims of the Authorized Person in respect of technical parameters of the Device if they are consistent with the information provided by the Guarantor.
- 12.13 Faults in design, execution and regulation of the network connected to the Device, with particular emphasis on connected constant pressure valves, dampers, dampers, duct absolute filters and any type of ventilators.
- 13.** The Guarantor has the right to refuse warranty repair if it receives false or incomplete assumptions for the design of the executed order.
- 14.** The Guarantor is not responsible for the timeliness of guarantee services, if their performance is affected by unforeseen circumstances of force majeure.
- 15.** Any disputes arising from the warranty shall be settled by the court having jurisdiction over the Guarantor's registered office.
- 16.** Present warranty conditions shall apply to KLIMOR units manufactured after 01-01-2021 and installed outside the territory of the Republic of Poland.

