

Warranty and claim and return conditions for MANDÍK air conditioning units, line M and P

Seller is responsible to the first buyer that for given period the delivered goods will remain qualified for the purpose specified in the valid technical documentation or it will maintain properties according to this documentation.

1. Guarantee period:

1.1

Standard guarantee period is 24 months from delivery date.

- For MANDÍK air condition units
- For supplied I&C system

1.2

Standard guarantee period is 6 months from handover of the service.

- Standard guarantee period for performed service works and supplied spare parts

1.3

Extended guarantee period up to 60 months after delivery of the goods subject to specified conditions (see below)

- For MANDÍK air condition units, line M and P

1.4

Standard guarantee period is 12 months from delivery date.

- For other delivered goods (accessories to MANDÍK air condition units)

2. Conditions of standard guarantee period:

2.1

The guarantee is provided for any delivered and paid goods with which any material, functional, production or quantitative defect appears.

2.2

Installation of the equipment (goods) must be performed on the basis of the project prepared by qualified project engineer and in accordance with technical documents of the seller - Assembly and operation instructions (TPM088/12) for MANDÍK air condition units.

2.3

Only qualified installation companies with valid licence are entitled to carry out the assembly, installation and commissioning of the equipment. All the equipment and elements must be handed over to final user fully installed, tested including particular initial revisions.

2.4

Any possible apparent defect and damages must be claimed during handover otherwise the producer's responsibility for such damages expires.

In case of any defects and damages caused by carrier a list of such defects must be written and added to acceptance certificate with details on each and every defect including photo documentation.

2.5

Quantitative defects of delivered goods must be listed immediately upon receipt of goods; otherwise the responsibility for such defects expires.

2.6

In case of complaint concerning delivered component used during production of the equipment (frequency converters, ventilators, exchangers etc.) the supplies will decide upon expert opinion of the producer or supplier of the component.

2.7

The guarantee does not cover any defects or damages caused by incompetent and unskilled handling, storage, transport (when buyer organises their own transport) or by unskilled commissioning and maintenance.

2.8

Further the guarantee does not cover any defects and damages caused by unskilled assembly, intervention by unauthorised persons, inconvenient electrical protection, not observed electrical power supply, unskilled or inadequate intervention, modification, dismounting and also by use of not approved part or component.

2.9

The guarantee does not cover any defects and damages caused by application if input media do not meet the given parameters, like for instance: pressure, temperature, chemical composition etc.

2.10

The guarantee does not cover any damages and defects caused by improper use, incorrect project, extreme service conditions, harsh treatment, nature disaster or omission of regular maintenance. The guarantee neither covers any damages or defects caused by Force Majeure or natural disaster.

2.11

The guarantee does not cover any defects or damages incurred by common and standard operation and also consumption parts (for instance filters, connection accessories etc.)

2.12

For any repairs or servicing works only genuine or by supplier approved parts can be used.

2.13

Costs associated with the application of the complaint shall be borne by the buyer. Direct costs for complaint process will be paid by the seller (direct costs related to repair or exchange of bad component) if the complaint is justified.

3. Conditions of extended guarantee period (up to 60 months):

3.1

- All basic conditions of standard guarantee must be met.
- The conditions described bellow must be met and necessary documents delivered.

3.2

Within 20 working days at the latest from first commissioning the following documents must be handed over to the supplier:

- Records on handover of air-conditioning unit to final user
- Report on unit commissioning and its setting and regulation and measured values (output, noise, current load of motors, antifreeze protection of exchangers etc.) at putting the air condition unit and control unit into operation according to accompanying technical documentation.
- Copies of revision reports (wiring, power supply, gas)

3.3

- Guided assembly during installation by the supplier - service engineer of MANDÍK company (paid service).
- Regular quarterly service inspections performed by MANDÍK, a.s. service engineer. (paid service)
- These regular quarterly inspections must be performed for entire extended guarantee period.
- Service contract must be concluded within 20 working days from commissioning date at the latest.
- Records in operation journal of air conditioning unit must be showed.

3.4

- Demonstrated payment of higher price for provision of extended guarantee period approved between customer and supplier (MANDÍK, a.s.) before the delivery and acceptance of units subject to the period of extended guarantee.

4. Process of complaint application:

4.1

In case of complaint within the guarantee period, customer shall make a claim without undue delay, in written (e-mail) with subsequent written confirmation.

4.2

In order the complaint is processed, equipment serial number must be presented in written (even additionally), description of the defect (photos if possible), delivery note and documents on commissioning and setting of the unit (on request also documents confirming realised maintenance of the equipment), address of claimed unit (part) location with name of contact person.

4.3

Seller will confirm in written receipt of buyer's complaint and will inform on responsible person for claim settlement.

4.4

Seller will decide on the basis of the defect description or photos eventually, on the way of complaint settlement, till that time the claimed product or component may not be dismantled.

4.5

Upon previous agreement **customer** is obliged to provide cooperation, access and transport way and means for eventual necessary service intervention – for any useless tour caused by infringement of this clause seller is entitled to charge fee to customer according to valid price list.

4.6

During the claim proceedings seller's service engineer will evaluate all circumstances of given case, including the responsibility subject to the guarantee (subject to clause 2. Guarantee conditions and other related documents of MANDÍK, a.s.), then he will write a service report with decision if the claim is justified or not supported by necessary expert opinion of third party (producer or supplier of components). When all necessary conditions for recognition of warranties from part of the customer or if necessary third parties are met, the service engineer will recognise the claim. When all necessary conditions for recognition of warranties from part of the customer or from third parties if necessary are not met, the service engineer will not recognise the claim.

4.7

Only seller's service engineer or authorised engineers are allowed to remove guarantee defects in form of repair (at place of installation or in production plant if necessary) or change the defective part for new one.

4.8

If the buyer and seller agree the buyer will be allowed to send the claimed part by post or courier. In such a case it will be proceeded adequately according to other stipulations of the Guarantee and claim conditions. Payment for transport expenses will be paid by buyer unless specified otherwise.

4.8

If the claim is not justified, seller will charge buyer with all expenses incurred in connection with removal of the defect according to valid price MANDÍK, a.s. price lists.

5. General provisions:

5.1

Other matters not explicitly stated in the Guarantee and claim conditions are governed by stipulations of the Act no. 89/2012, Civic Code as amended.

6. Changes and validity:

6.1

Seller is entitled to perform any possible changes of the above stated Guarantee and claim conditions unilaterally, the wording to the date of conclusion of purchase contract (order) is decisive.

These Guarantee and claim conditions are in force unless specified otherwise in particular purchase contract.

Validity starting with 01.04.2015

Issued by MANDÍK, a.s.