

## WARRANTY TERMS

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OF **ELEKTROLINE A.S.**, SEATED AT K LÁDVÍ 1805/20, KOBYLISY, 184 00 PRAHA 8, COMPANY ID NO.: 45312338, RECORDED IN THE COMMERCIAL REGISTER HELD BY THE MUNICIPAL COURT IN PRAGUE, SECTION B, INSERT 9880 (THE „**SUPPLIER**“)

### INTRODUCTORY PROVISIONS

1. These Warranty Terms (the "**WT**") govern the legal relationships relating to the warranty provided by the Supplier to his mechanical, electrical and/or electronic products (the "**Product**") to non-consumer third parties (the "**Purchaser**") (Supplier and Purchaser also referred to as the "**Parties**").
2. The Parties may also agree different terms and conditions from these WT in the Contract. Any modification of or deviation from the WT agreed outside the text of the Contract signed by both Parties must be manifestly and demonstrably agreed by both Parties.
3. Wherever the WT use the term "**Contract**", it shall mean a purchase contract for the supply of the Product concluded between the Parties in any form and in any manner whatsoever in accordance with the applicable law. Wherever the WT use the term "**Contract signed by both Parties**", it shall mean a Contract drawn up on the document signed by both Parties. Wherever the WT require a written form, this shall mean by document signed by both Parties, or by letter, fax, electronic mail and by such other means expressly agreed by the Parties.
4. These WT form an integral part of the General Terms and Conditions for the supply of mechanical, electrical and electronic products by the Supplier, which are published on the Supplier's website <https://www.elektroline.cz> (the "**GTC**") and are applicable only in connection with the GTC, unless the Parties have expressly agreed otherwise in writing.

### WARRANTY AND WARRANTY PERIOD

5. The warranty period is 2 years, and in the case of heating rods the warranty period is 2 heating periods (pursuant the Decree No. 194/2007 Coll. in the effective wording) immediately following their delivery (the "**Warranty Period**"). The Warranty Period starts running on the date of delivery of the Product to the Purchaser.
6. The Supplier warrants that the Product will be eligible for use for the usual purpose within the Warranty Period (the "**Warranty**").
7. The Warranty Period shall not run as long as the Customer is not able to use the Product for its defects covered by the Warranty. In such a case, the Warranty Period stops running on the day on which the complaint form is filled in and dispatched in accordance with Article 17 of the WT and starts running again on the day the complaint is settled. If the Supplier within the term for settling the complaint finds out that the defect is not covered by the Warranty, or the Product



does not suffer any defects, the warranty period shall not stop running and the second sentence of this Article 7 of the WT shall not apply.

8. Upon resolving a complaint by supplying a new Product without a defect or missing part, no new Warranty Period for this newly delivered Product or part thereof shall be provided.
9. The Warranty covers only the defects that occur under normal operating conditions and operating conditions expressly stated in the Contract or technical documentation of the Product and under proper use of the Product.
10. The Warranty shall only be granted provided that the installation, assembly or commissioning of the Product is performed by the Supplier or by a person approved in writing by the Supplier and the Purchaser complies with all applicable technical and service-related standards, use and maintenance rules applicable for the Product. The provisions of Article 5 of the WT on the beginning of the Warranty Period shall not be affected.

#### **WARRANTY EXCLUSIONS**

11. The Warranty does not cover any defects caused by external events, i.e. by particularly, but not limited to:
  - a. installation, assembly, repair or commissioning of the Product performed by a person other than the Supplier or a person approved in writing by the Supplier;
  - b. unprofessional maintenance;
  - c. non-original or incorrectly selected or installed spare parts;
  - d. normal wear and tear;
  - e. mechanical damage;
  - f. Product modifications or alterations not approved in writing by the Supplier;
  - g. due to failure to respect the tensile load;
  - h. due to abnormal use or misconduct or negligence in the use of the Product;
  - i. third parties;
  - j. non-observance of the technical standards and rules of handling, use and maintenance of the Product;
  - k. overvoltage above and below the permissible limit according to the related EN standards;
  - l. due to exposure to the Product to other than normal operating conditions or operating conditions expressly stated in the Contract or technical documentation of the Product;
  - m. force majeure, natural events, accidents, failures of equipment not delivered by the Supplier, etc.
12. The Warranty does not cover defects which the Supplier has notified in writing to the Purchaser prior to the conclusion of the Contract.
13. The Warranty does not cover defects resulting from the continued use of defected Product if such defect was or, with due diligence, should have been identified by the Purchaser, and the Purchaser failed to complain or notify the defect to the Supplier.



## **PRODUCT INSPECTION AND COMPLAINT**

14. The Purchaser undertakes to inspect the Product within 3 days of its takeover. If the nature of the Product or the length of its shipment to the Purchaser so require, the Parties may agree to a longer term for the Product inspection in writing.
15. The Purchaser is required to claim a defect of the Product without delay (within 3 days at the latest) after he has or, with due diligence, could have ascertained it. If he fails to do so, he shall be denied the right to claim such defects. The Supplier is not liable for damage caused by the continued use of the defective Product.
16. In case that the defect might cause damage to the Purchaser or to third parties, the Purchaser is obliged to notify the Supplier immediately in writing. The Supplier is not responsible for any damage that may be caused by the defect, including a damage caused by production failure, a loss of profits and other indirect losses caused by Product defect, which should have been revealed by the Purchaser with professional care and notified to the Supplier according to the previous sentence.
17. The Purchaser shall claim a defect of the Product through a complaint form located on the Supplier's website <https://www.elektroline.cz>. The Purchaser shall duly describe the defect of the Product, or, as the case may be, to attach photographs.
18. The Purchaser is obliged to respond immediately to the Supplier's inquiries regarding the defect claimed and to provide him with all the assistance in determining the causes of the defect. If required so by the Supplier, the Purchaser is obliged to modify the Product's settings or parameters, if the Supplier considers it necessary for the proper functioning of the Product and the Supplier's presence in the removal of the defect or delivery of the Product to the Supplier is not necessary. The Purchaser is obliged, upon an explicit request, to allow the Supplier access to the Product for which the defect is claimed.

## **COMPLAINT SETTLEMENT**

19. Within 5 working days of filling in the complaint form, the Supplier shall certify to the Purchaser the registration of the complaint and, if appropriate, shall require the Purchaser to deliver the defective Product to the Supplier's works or to another designated place.
20. The complaint shall be settled within 30 days of delivery of the defective Product to the Supplier's works or other designated place.
21. In case of redeemable defects of the Product, the Purchaser may require the Supplier to remove or repair the defect. The Supplier is entitled to supply the Purchaser with a new Product or part of it instead of a repair. The Purchaser is entitled to require an adequate purchase price reduction or supply of a new Product or a part of only in case that the defect prevents the Purchaser from using the Product or the same defect in the same Product occurred more than twice and has always been properly claimed.

22. The Purchaser may not claim for a defect previously claimed if the Product's purchase price has been reduced by the Supplier.
23. In case of irredeemable defects of the Product, the Purchase may require a supply of a new Product or a part of it or an adequate purchase price reduction. Should the Purchaser be entitled to withdraw from the Contract on supply of several pieces or kinds of Products, the Purchaser may withdraw from the contract only in relation to the defective Product, and the Contract remains valid and effective in respect of the other Products.
24. If the complaint (claim) is not legitimate, the Supplier shall be entitled to claim the costs incurred as a result of an unjustified claim.
25. The defective Product or its parts that have been replaced by the Supplier shall become the property of the Supplier.
26. When repairing the Product, the Supplier is authorized to make modifications and different designs of the Product that do not affect its functionality or value. Such modifications are not a defect of the Product.

#### **FINAL PROVISION**

27. These WT are effective as of 1 January 2019.