

## **General warranty, claim and return conditions for products sold by Mandík company (seller).**

### Introduction:

Seller is responsible for any claim only to the first/direct buyer with appropriate contract or delivery note and invoice.

The goods delivered/claimed must be maintained professionally and for the purpose specified in the valid technical documentation of seller/ fabricator only.

### **1. Guarantee period:**

#### 1.1

Standard guarantee period is 24 months from delivery date.

#### 1.2

Standard guarantee period is 6 months from handover of the physical service works (when applied) and for new spare parts.

### **2. Conditions of standard guarantee period:**

#### 2.1

The guarantee period is provided for any delivered goods which were fully paid to supplier, where is appeared some material, functional, production or quantitative defect.

#### 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, which means technical documents, particularly related to assembly, maintenance and operation instructions. They are available to be seen/downloaded on the Mandík web page, [www.mandik.cz](http://www.mandik.cz)

#### 2.3

Only qualified installation entities/companies with valid "professional license", they 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 the case of any defects and damages caused by carrier, a list of such defects must be written and added to acceptance certificate (delivery note and freight document - CMR) with details on each and every defect including picture in attachment.

**2.5**

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

**2.6**

The guarantee does not cover any defects or damages caused by incompetent and unskilled handling, storage, transport (when buyer organizes their own transport, Incoterms - EXW) or by unprofessional installation, commissioning and maintenance.

**2.7**

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

**2.8**

The guarantee does not cover any damages and defects caused by improper use, incorrect design, extreme/not allowed operational conditions, harsh treatment, nature disaster or negligence of regular maintenance. The guarantee neither covers any damages or defects caused by Force Majeure or natural disaster.

**2.09**

For any repairs or servicing works, only genuine (original from seller) or by supplier approved parts can be used.

**2.10**

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 defective component) if the complaint is justified.

**3. Process of complaint application:****3.1**

In case of complaint within the guarantee period, customer shall make a claim without undue delay, in written (e-mail: [service@mandik.cz](mailto:service@mandik.cz)) with subsequent written (reply e-mail) confirmation.

**3.2**

In order the complaint is processed, equipment's serial number must be presented in written (even additionally), description of the defect (photos), delivery note, address of the location, including name and phone number of contact person.

**3.3**

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

**3.4**

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 dismounted.

### 3.5

Upon previous agreement customer is obliged to provide cooperation, free access for serviceman for eventual necessary service intervention. In the case of any useless service, caused by infringement of this clause, seller is entitled to charge appropriate fee to customer.

### 3.6

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 recognize 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 recognize the claim.

### 3.7

Only seller's service engineer (serviceman) or authorized persons 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.

### 3.8.

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.

### 3.9

If the claim is not justified, seller may charge buyer with related expenses.

## 4. General provisions:

### 4.1

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.

## 5. Changes and validity:

### 5.1

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.

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