

# Guarantee conditions

## 1. Generally.

- a) Guarantee period is 24 months and starts by taking over a work or an equipment.
- b) The guarantee concerns Gastroklim 's works and component parts.
- c) Guarantee repairs to be effected after presentation of a document confirming the purchase (the invoice stating the specification of a product and its product No. ).
- d) The guarantee period can be prolonged. Also, the guaranty search (first after 12 months of the product actuation and the second one after another 12 months) must be ordered and paid by the customer. Otherwise it is not possible to grant the guarantee prolongation.
- e) Within the guaranty repair the customer is not entitled to get back the replaced component parts.

## 2. The guarantee is not applicable to

- a) a defect caused by the normal "everyday" use of the product, mechanical damage, calcification or contamination because of an incorrect care or using of inappropriate chemical agens,
- b) defects caused by "everyday" running of moving parts of the product,
- c) defects, damages or abolishment of some parts because of an inappropriate handling (not in accordance with the manual, the producer's recommendations, or technical norms and safety rules valid in EU),
- d) vis maior defects,
- e) damages caused by power sources, by the fire, water, static electricity or overvoltage in the electrical power network,
- f) defects because of an incorrect product installing, its running or maintaining (not in accordance with operating instructions),
- g) defects caused by external conditions, e.g. the transport, an inappropriate manipulation or using an unreasonable power,
- h) defects caused by placing the device in an inappropriate space,
- i) an abnormal running of the product regardless its capacity and the purpose of its usage,
- j) component parts damaged due to the intervention of another producer than Gastroklim,
- k) component parts modified by someone else (subject to Gastroklim) in an inappropriate way,
- l) "defects" that are, in fact, the only routine maintenance – e.g. cleansing, programming, changing of filters, etc.,
- m) defects caused by neglecting the necessity to do the regular maintenance.

## 3. Special provisions

In case the customer insists on the guaranty repair during a non-working day in spite of the fact, that the guarantee is confirmed, this non- standard operation is to be paid under the Service price list (kindly see Service conditions).

All non-guarantee operations will be invoiced to the customer.

These hereby mentioned Guarantee conditions concern the only products manufactured or sold by Gastroklim, subject to the producers applying their own guarantees.

All technologies to run according to the valid ČSN-EU norms only.

All customers are expected to check our Service and Guarantee conditions.

These Guarantee conditions are an integral part of Gastroklim commercial conditions .

## **Conditions for the prolongation of the guarantee period – guaranty search**

### **1. Generally**

- a) Gastroklim arranges for guaranty search on supplied equipments. This service is paid by the customer.
- b) Guaranty search prolongs the guarantee by 6 months, nevertheless till the end of bilaterally confirmed guarantee period maximum. The maximal duration of the offered guarantee period is 60 months.
- c) List of technologies liable to the guaranty search must be specified under the List of technologies.

### **2. Scope of the guaranty search**

Individual steps of the guaranty search to be specified according to the list of technology.

Generally it should be

- control of functions and operating elements parameters
- control of electric and switching elements and contacts
- cleansing of freezing aggregates condensators including controls of the pressure, tightness and refrigerant quantity
- control of the surrounding temperature next to the condensing units, control of defrosting actuation
- filters cleansing, routinely

### **3. Findings of the guaranty search**

There will be prepared a protocol on the guaranty search. In this protocol there will be stated any suggestions regarding possible repairs, exchange of used-up parts and any recommendations to provide a safe and trouble-free running of the equipment.

### **4. Price and invoicing**

Gastroklim invoice covering the Guaranty search = fixed payment tariff according to the price of order. Prices are without VAT. The fixed sum to be within the range of 1 – 20.000 CZK without VAT. The transport costs invoiced within the Guaranty search: in Prague the fixed sum of CZK 550,- without VAT; other places in the Czech Republic CZK 12 without VAT/1 travelling km and CZK 10/1 travelling km over 200 km.

The spare parts used within the Guaranty search are invoiced according to the real costs.

Service work hour = CZK 450, increasing with every started half-hour. In days of bank holidays, feasts and within working days during 6 PM - 8 AM the basic amount of service is increased by 50% (total of CZK 675 per hour). These prices are without VAT. VAT to be invoiced according to its valid rate.

5. **Other provisions** are according to the Service and Guarantee Conditions. In all other cases the law No. 513/1991 Sb. of the Commercial Code is valid.