



## GENERAL WARRANTY TERMS of ENVltech Bohemia s.r.o.

# GENERAL WARRANTY TERMS for system units and analyzers

The company ENVltech Bohemia sro (hereinafter referred to as the supplier) provides a warranty for the sold goods for all material defects or internal defects in the operation of the delivered goods. Under the following warranty conditions, the supplier will repair or, at its sole discretion, replace any part of the goods that is the subject of the warranty.

### 1. Subject of warranty

The warranty covered by these General Warranty Terms and Conditions applies to any equipment sold by ENVltech Bohemia s.r.o. The establishment means in particular complete imission and emission monitoring systems, separate analyzers and other sensing and evaluation technology,

hereinafter referred to as **goods**

### 2. Warranty period

The supplier provides a guarantee of 12 months (1 year) for the goods pursuant to paragraph 1, within the meaning of § 2113 and the following Act No. 89/2012 Coll., Civil Code, as amended.

The above warranty is provided by the supplier only if these warranty conditions are met.

### 3. Start of warranty period

The warranty period shall begin on the date of delivery of the goods to the buyer on the basis of a signed delivery protocol or delivery note. This also passes the risk of damage or loss of goods to the buyer.

### 4. Place of guarantee

The place of performance of the warranty is the place of installation of the goods in the Czech Republic, if this installation was performed by the supplier. If the installation has not been performed by the supplier, the place of performance of the warranty is the relevant workplace of the supplier in Prague, Brno, or in Valašské Meziříčí.

### 5. Warranty conditions and warranty fulfillment

#### 5.1. Warranty conditions



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- 5.1.1. The supplier guarantees that the goods delivered by him comply with all relevant specifications and are free of defects at the time of delivery.
- 5.1.2. The warranty according to point 2 does not cover damage caused by improper installation (in case of installation not performed by the supplier), maintenance, fire, due to other external factors, negligence, mishandling or conduct that is not in accordance with training, advice or instructions provided supplier or equipment manual.
- 5.1.3. The warranty according to point 2 does not apply to consumables and operating materials, but only to the replacement or repair of goods during the original warranty period.
- 5.1.4. The supplier is not liable for direct loss or damage caused to the buyer by the failure of the goods, or for indirect or consequential loss, including loss of income, profits, contracts, production, trade, anticipated savings, reputation or name, however caused and without limitation.
- 5.1.5. The warranty does not cover malfunctions, damage or destruction of the goods caused by force majeure. Force majeure describes circumstances affecting goods which are not dependent on the contracting parties and which the contracting parties cannot influence. These are, for example, war, mobilization, insurrection, natural disasters, etc.
- 5.1.6. The warranty does not entitle you to claim a withdrawal from the purchase contract or a reduction in the purchase price. If the repair is unsuccessful twice, the purchaser accepting the warranty may request that the manufacturer be authorized to carry out the repair.
- 5.1.7. The warranty expires in the event of a breach of protective seals and stickers, if they are on the goods and serve to prevent unauthorized handling of the goods.
- 5.1.8. For software, the warranty does not apply if the software or data has been corrupted by the installation of other software by the purchaser or by a computer virus.

### 5.2. Warranty Claims

The warranty must be claimed by the manufacturer's authorized service center during the warranty period. The company ENVltech Bohemia sro as a supplier, is an authorized service center for all delivered goods. The company's service centers are in Prague, Brno and Valašské Meziříčí

### 5.3. Warranty service inspections

- 5.3.1. **Mandatory paid service inspections** with a fixed interval of 6 months, also referred to as **preventive inspections**, are stipulated for the delivered goods. The recommended time for performing a service inspection is the interval from April to June and September to



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November. The content of the service inspection is based on the conditions and recommendations of the manufacturer.

- 5.3.2. The warranty inspection may only be performed by a service center authorized by the manufacturer. The company ENVltech Bohemia sro as a supplier is an authorized service center in the Czech Republic.

### 5.4. Warranty performance

- 5.4.1. The supplier undertakes to eliminate all warranty defects during the warranty period. A defect in the goods is considered a warranty defect, unless the supplier proves otherwise.
- 5.4.2. The Supplier undertakes to respond to a defect notified in writing during the warranty period no later than two working days from the reporting of the defect to the Supplier. Only the functions listed in the fault description will be tested. The defect report must contain the serial number of the goods and a detailed description of the nature of the defect (if this is not the content of the defect report, the supplier reserves the right to charge a reasonable amount for the examination of the device).
- 5.4.3. In the event that a defect is reported for goods that the supplier has not installed and the buyer requests on-site repair, the supplier reserves the right to charge a visit to its service technician for repair or replacement based on its hourly and mileage tariff in effect at the time of defect notification.
- 5.4.4. The warranty for defects applies as long as there is no violation of the operating rules stated in the manual for the device by the buyer or the operator. In the event of damage to the equipment or part thereof by the buyer, the buyer bears all costs associated with complaints and repairs during the warranty period. Damage caused by neglected mandatory maintenance and damage caused according to point 5.1.2 is not recognized as a defect.
- 5.4.5. The warranty period is extended by the time from the recognition of the warranty defect by the supplier until its removal. The supplier shall prepare a written report on the performance of the warranty repair.
- 5.4.6. The work covered by the warranty also includes testing, measurement and adjustment if it is necessary in connection with the removal of warranty-related damage, but not maintenance, inspection or cleaning work prescribed or recommended by the manufacturer.

## **6. Warranty Exclusion**

- 6.1. The warranty does not cover parts that can be marked as consumables or operational.
- 6.2. The warranty period does not apply to parts of the device for which the manufacturer has specified a shorter service life than the warranty period specified in point 2 of the warranty conditions. For these components, the warranty period is considered to be the service life specified by the manufacturer.

If the supplier does not warn the buyer of parts (spare parts) for which the manufacturer specifies a shorter service life than the specified warranty period, the service life of all components is considered to be longer than the warranty period provided.

## **7. Spare parts warranty**

- 7.1. The warranty for new spare parts (components) is the same as for new goods.
- 7.2. The minimum period for which the individual parts of the delivered goods are available is 10 years from the date of issue of the last price list of the manufacturer in which the goods are listed.

However, the supplier reserves the right to replace defective and unrepairable parts with other, higher quality, if this has been recommended by the manufacturer.

## **8. Final provisions**

- 8.1. By handing over the device according to point 3, it is considered that the supplier, on the basis of a review of the functionality and external inspection of the device, confirms the faultless condition of all parts of the device covered by the warranty. It further confirms that the device complies with the company's ISO 9001 process and that it has provided the buyer with one copy of this warranty agreement with the warranty conditions specified in more detail above. The buyer accepting the warranty by his signature of the handover protocol or delivery note confirms to the supplier the correctness of the above data and receipt of the above documents.
- 8.2. The warranty conditions in this form are valid for all deliveries of goods, unless other warranty conditions are contractually agreed.
- 8.3. The supplier reserves the right to change these conditions without prior notice.



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