

## Atest Gaz terms of warranty

- 1** The equipment manufacturer, i.e. Atest Gaz A. M. Pachole sp. j. with the registered office in Gliwice, at the address 3, Spokojna St. (hereinafter 'Manufacturer') guarantees defect free operation of its equipment during 24 months from the date of the equipment sale, whereas the guarantee period for all equipment operated in roofed garages and car parks as well as detectors specified in Section 4.2 shall last 60 months from the sales date.
  - 2** If a warranty claim is accepted and the relevant equipment needs a repair the warranty duration is extended by the time of the equipment refurbishment (except for provisions of Section 5).
  - 3** All rights attributable to purchasers due to the warranty are suspended until the entire price for the equipment under the warranty is fully paid to the Seller. The suspension of the warranty right is irrelevant to the warranty duration deadline.
  - 4** The manufacturer shall not be held responsible for its warranty obligations for defects of the equipment if such defects are caused by external reasons that are not associated to the equipment itself. In particular, the warranty obligations shall specifically exclude:
    - 4.1** damage, defects or improper operation of the equipment resulting from:
      - 4.1.1** improper, i.e. not in line with the operation and maintenance manual, storage, transportation, assembly, maintenance or operation of the equipment,
      - 4.1.2** unauthorized repairs, amendments or alteration of the equipment design by the user itself or other persons not authorized by the Manufacturer,
      - 4.1.3** improper, i.e. not in line with the operation and maintenance manual, installation of the equipment,
      - 4.1.4** operation of the equipment in applications not in line with the intended use,
      - 4.1.5** mechanical damage to the equipment,
      - 4.1.6** operation of the equipment in environment not prescribed for its application,
      - 4.1.7** improper configuration of the equipment users,
      - 4.1.8** errors in systems where the equipment is installed, e.g. heating, gas or electric systems,
      - 4.1.9** unpredictable events, in particular force majeure circumstances,
    - 4.2** consumables and wear parts specified in the User Manual, including expenses for delivery and replacement of these items (except for the following gas detectors:
      - 4.2.1** Alpa EcoDet XT
      - 4.2.2** Alpa EcoWent XT
      - 4.2.3** Alpa EcoTerm XT
      - 4.2.4** Teta EcoWent
      - 4.2.5** Teta EcoDet
      - 4.2.6** Teta MiniDet
      - 4.2.7** Teta EcoTerm
      - 4.2.8** Teta EcoH
      - 4.2.9** Teta EcoN
- the foregoing items are secured by a warranty that also covers one-time exchange their wear parts, i.e. the Measuring Head MiniPel and the Sensor PCB). This exchange does not include the cost of necessary device calibration.
- 5** Replacement of consumables and wear parts is irrelevant to duration of the warranty for items listed in Section 4.2, the warranty time is not prolonged.

- 6 Calibration and adjustments of sensors and detectors is a commercial service and its cost shall be charged from customers and the warranty time shall not be extended. The deadlines for validity of the calibration /adjustment are specified in Calibration Certificates for detectors.
- 7 Purchasers are obliged to monitor sound operation of the equipment according to applicable Operation Manuals.
- 8 Any consequential damages or losses caused by improper operation of the Equipment shall never serve as grounds for any claims against the Manufacturer or its Resellers.
- 9 Any claims from this warranty shall be settled by Atest Gaz Serwis A. M. Pachole sp. j. with the registered office at 3, Spokojna St., 44-109 Gliwice, Poland, tel. +48 32 230 28 13, fax 48 32 234 92 71, e-mail [serwis@atestgaz.pl](mailto:serwis@atestgaz.pl) (hereinafter: Atest Gaz Serwis).
- 10 Any incidents of the equipment defects and warranty claims must be submitted by fax, e-mail or in writing to Atest Gaz Serwis no later than in 10 banking days<sup>1</sup> after the defect is disclosed, otherwise the warranty rights shall be deemed null and void. Each warranty claim to be deemed valid must include identification details (product ID code) of the claimed equipment, detailed description of the defect and contact details of the claimant.
- 11 The warranty obligations are limited exclusively to free of charge repair of the equipment, the repair shall be completed against presentation of a purchase receipt (e.g. a commercial invoice) to Atest Gaz Serwis. Defective equipment must be delivered to the office of the Atest Gaz Serwis.
- 12 Whenever possible, defects shall be remedied in fourteen (14) banking days after the equipment is delivered to the office of Atest Gaz Serwis. Should the repair time is prolonged by reasons not attributable to the Manufacturer or Atest Gaz Serwis, in particular due to failure of the Purchaser to deliver the defective equipment to the office of Atest Gaz Serwis, the Purchaser shall be immediately advised when the equipment is to be remedied.
- 13 Should Atest Gaz Serwis finds out that the claimed defect is not covered by warranty obligations, the Manufacturer reserves the right to charge all expenses associated with the warranty procedures from the Purchaser, including but not limited to transportation expenses, defect identification and location, third-party expert evaluation, etc.) and possible expenses for remedy of the defect.

1 Banking days are understood as weekdays from Monday to Friday except for public holidays.