

# **OPERATION AND GUARANTEE TERMS AND CONDITIONS for CONVECTORS**

## **I. Introduction**

1. These Operation and Guarantee Terms and Conditions apply to the convectors KORAFLEX, KORALINE, KORAWALL, KORASPACE and KORABASE sold by KORADO, a.s. (hereinafter referred to as the Seller) to the Buyer.
2. These Terms and Conditions are meant for the persons who participate in their installation or putting Seller's products into operation, for any other participating professions that get in touch with the convectors as well as for the end users or operators of these units.
3. These Terms and Conditions of the Operation and the Warranty Claim Rules of Procedure are integral part of distributor agreements and sales agreements.
4. Only the Buyer exclusively may exercise any claims arising from defect liability against the Seller. No direct entitlements arise for the user.

## **II. Conditions of operation and maintenance**

1. The convectors are made on the basis of the current technical knowledge and all recognized safety rules. Unless the product is professionally mounted and put into operation in compliance with the instructions for the mounting or used for the specified purpose, people can be jeopardized, the product can be damaged or other material damage can occur.
2. The convectors are to be used in interiors exclusively (e.g. residential and business premises, exhibition premises, etc.). The use in a humid environment, such as in swimming pools, may exclusively be arranged if the producer expressly states so for the specific type and design of the convector. The convectors cannot be used outside buildings.
3. Any different use than those specified in Par. 2 is deemed to be in conflict with the given purpose. It will be the operator of the product only who will be held liable for any possible damage resulting from wrong use.
4. Expert knowledge in the area of heating, cooling or, as the case may be, air-conditioning is necessary in order to mount the convectors, depending on the type of the convector. Where electric convector units are concerned, they must be put together, connected, installed and operated correctly in accordance with the instructions for assembly. Only a person with appropriate electric qualifications under the effective regulations is allowed to install electric parts. Electric connection must conform to appropriate standards under effective regulations. The Seller is not liable for damage caused by unprofessional assembly in any way.

## **III. Storage conditions**

The products must be stored in a dry environment with 50% air humidity as a maximum and in temperatures ranging from 10 to 30 °C.

## **IV. General conditions for operation**

- With regard to the purpose of the convectors in interiors, the conditions for the handling and storage of the convectors before their use must be adapted to that purpose.
- During the mounting, building works and subsequent use of a convector it is necessary to protect it from damage and internal and external fouling with building materials and paints.
- The convectors must not be operated in an aggressive atmospheric environment (chlorine, caustics and other chemicals) or be fouled with such substances.
- The convectors are meant for hot water heating systems with the maximum operational pressure 12 bar and operational temperatures ranging from 5°C to 110°C.
- The convectors work on the principle of convection and if they are to work correctly, the inlet and outlet openings for the circulating air must not be covered.
- Except for the convectors that are expressly meant for a humid environment, long-term effect of humid air or a direct contact of convector parts with damp objects must be avoided.
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## **V. Conditions for operation of wooden grids**

- Spot loading of wooden cover grids is 55 kg maximum;
- Wooden cover grids must be protected from the effects of a humid environment or water;
- Wooden cover grids must be operated in a dry environment with the maximum of 30% air humidity;
- If air humidity in a building that is being completed is 60% and higher, wooden grids must not be installed.

## **VI. Conditions for operation of stainless steel products**

- Stainless steel is resistant to a certain chlorine concentration only. Corrosion can already occur in the concentration of 2 mg/liter; moreover, the period for which the stainless steel material is exposed to a higher concentration of chlorine plays a vital part, too.
- Recommended concentration of free chlorine is 1 mg/liter maximum.
- Correct pH of water must range from 7.2 to 7.6. Any change, especially decrease in pH, causes aggressiveness of water, and the corrosion of stainless steel materials occurs.

- Diluted salt that sediments on stainless steel surfaces prevents inlet of oxygen on these surfaces and prevents the creation of a passive layer and its regeneration at the same time. Kitchen salt (NaCl) electrolysis causes irreversible damage to all stainless steel materials in a swimming pool.
- Stainless steel products must be washed with clean water regularly.
- If signs of calcium sediments or oxidation are apparent on the surface of a stainless steel product, its surface must be washed with stainless steel cleaning detergent, then washed in lukewarm water, dried and conserved with a metal treatment preparation (e.g. Silichrom).
- If chemical cleaning of floors is carried out, the chemicals must not get in touch with a stainless steel product.
- Protect any stainless steel products from salts, dust and impurities.

## **VII. General conditions for the maintenance**

Regular maintenance must be carried out if you wish to ensure permanent functioning and performance of the convectors. Convector maintenance must be carried out in compliance with the conditions of assembly instructions and these Operation and Maintenance Terms and Conditions:

- If mounted, the heat exchanger as well as the fan must be inspected regularly and kept clean. In case fouling occurs, it must be cleaned in a suitable way (e.g. vacuum-cleaned carefully).
- A visual check of a perfect drainage of the condensate must be carried out once a year in convectors with a condensate drain;
- A visual check of valve tightness must be carried out once a year in convectors and their valves;
- The products are subject to regular review checks under respective effective regulations.

The Seller reserves the right to make a modification to the contents of the Operation and Maintenance Terms and Conditions without a prior notice.

## **VIII. Conditions of the guarantee**

1. The Seller provides a guarantee if the Buyer complies with the below specified conditions of the guarantee:
  - Two years from the selling date; but three years from the production date at the longest.
  - Ten years for heat exchanger tightness from the production date.
 The guarantee period starts on the day of the taxable performance specified on the Seller's invoice upon which the goods were delivered to the Buyer. Repair or replacement have no effect on the above guarantee periods.
2. The guarantee applies to the products and spare parts only. The Seller reserves the right to select between repair and replacement of a defective part or of a spare part.
3. The Buyer is obligated to follow the rules described in the attached assembly instructions and the generally known rules during the mounting and use of the product. The guarantee only applies in case the product is correctly assembled, connected, installed and operated under the conditions for the operation and maintenance of the products. Only a person with appropriate electric qualifications under the effective regulations is allowed to install electric parts. Connection of the product must conform to the respective effective standards.
4. The Buyer is obligated to check the condition of the product at the moment of its acceptance from the Seller.

## **IX. Defect liability**

1. The Seller shall be liable for any defects that the goods have upon their acceptance, for any defects to which the guarantee applies, and for any defects that occur within the guarantee period. The Seller shall not be liable for any defects for which a discount has been given and of which the Buyer was advised in advance during the sale.
2. The Seller reserves the right not to acknowledge a warranty claim in case:
  - the claimed products were operated or kept contrary to the conditions of the operation and maintenance for the Seller's products;
  - of the defects that have occurred due to transportation, unsuitable storage in a humid or aggressive environment, careless handling, wilful damage or due to a natural disaster;
  - the warranty claim concerns the shell of the product in a period longer than 3 days from acceptance of the goods;
  - the product has been operated in an aggressive atmospheric environment (chlorine, caustics and other chemicals) or has been fouled with such substances;
  - the defect has occurred due to improper mounting, wrong electric connection, defective setting of pressures in the heating system, freezing of the heat exchange medium, or in any other way that is not directly related to the Seller's product;
  - of a claimed surface defect on the products that have already been mounted;
  - an unsuitable device has been mounted on the product that is claimed;
  - of any other defects that might occur due to damage to or fouling of the product during building works (damage to the fans, controls, heat exchanger lamellas, grid, etc.);
  - the electric connection of the product was not carried out in compliance with Paragraph 3 in Section VIII and the individual regulation parts have been damaged;
  - the warranty claim concerns noisiness of the convectors while the product has been built in inappropriately or the fans are fouled;
  - usual wear and tear of the product occurs due to the operation and use of the product;

- the products that are not suitable for a humid environment have been mounted in such an environment anyway;
- the claimed dimensions of grids are within the rated production tolerance;
- lamellas of wooden grids demonstrate differences in colour given by the character of the natural material;
- wooden grids that have been exposed to a humid environment or the effects of water;
- the spot loading of the wooden grids has exceeded 55 kg;
- of any defects caused by the handling or storage at the Buyer's or consumer's;
- the damage has arisen due to transportation to a contractual customer or to a direct user, and the customer does not state this fact in the carriage documents of the shipping company;
- when these goods have been affected by natural forces (e.g. flood, fire, freezing, etc.).

## **X. Acceptance of goods**

The Buyer shall check the goods thoroughly immediately upon their acceptance or delivery and draw up a record of any defects found out with the carrier (carrier's driver), especially about the damage, imperfections, missing parts or incorrect quantity of the goods (unless partial delivery according to the carriage documents is concerned), so that the Seller can exercise its possible entitlements towards the shipping company. The record of this must be signed by the driver who works for the shipping company.

## **XI. Warranty claim procedure**

1. All defects claimed must be given in writing, on a properly filled form called "Warranty Claim Record", which is attached to these Operation and Guarantee Terms and Conditions. The Seller shall not take a wrongly or incompletely filled form into account.
2. The Buyer shall inform the Seller of all defects within 2 days after delivery of the goods at the latest. In case a defect could not be found during acceptance or takeover of the goods by the Buyer, or in case of defects which are under the guarantee and occur after delivery of the goods, the Buyer shall always notify the Seller of the defect without undue delay, within 30 days from the finding of the defect at the latest. Unless the Buyer applies the entitlements arising from defects within the above deadlines, any and all claims from defects shall cease to exist.
3. If, as a result of a defect in the product, detriment to a thing other than the faulty goods occurs, it is necessary to notify the Seller immediately, but within five working days of discovery of the defect at the latest.
4. The Buyer is obliged to indicate any defective products with a copy of the warranty claim report and according to the instructions of the Seller:
  - send the defective goods to the Seller at the Seller's costs;
  - keep the claimed products separately from other goods and until the implementation of an inspection made by a representative of the Seller in the headquarters or in the warehouse of the Buyer.
 Breach of the obligations to keep the claimed goods for the given period of time by the Buyer shall mean extinction of all claims of the Buyer for compensation for the claimed goods.
5. When sending the claimed goods back to the Seller, the claim which is acknowledged by the Seller shall be settled without undue delay, but within 30 days from receipt of the claimed products by the Seller at the latest, unless the Seller and the Buyer agree on a longer period of time.
6. When checking the claimed products on the site, the Seller will send its representative to conduct inspections of the goods claimed not later than 30 days from the date of receipt of the warranty claim record by the Seller unless the Buyer and the Seller agree on a longer period of time. In this case the claim will be settled within 30 days from the date of the carrying out of such an inspection unless the Buyer and the Seller agree on a longer period of time.
7. In case defect liability properly arises and the Buyer has notified the Seller of the defects properly, the Buyer shall be entitled to:
  - a) the removal of defects by replacing the defective goods or by delivering any missing goods;
  - b) the removal of defects by repairing the goods, if such defects can be repaired;
  - c) a discount from the purchase price (up to a maximum of 20%);
  - d) refund.
  - The Seller shall select which of the above entitlements will apply to the Buyer
8. The title to the claimed goods, in case it has passed on to the Buyer previously, passes on to the Seller upon delivery of the replacement goods or refund of the purchase price at the moment of the handover of the replacement goods or refund of the purchase price.
9. If the Seller does not acknowledge the claim arising for the Buyer from defects of the goods, the Buyer is obliged to pay to the Seller the costs the Seller has incurred due to the warranty claim procedure.

Annex: Warranty Claim Report for CONVECTORS

Ing. Vojtěch Čamek  
 Managing Director  
 KORADO, a.s.

Buyer  
 Name: .....  
 Position: .....