

Warranty and claim terms and conditions for air handling units MANDÍK, series M (Mplus), P (Pplus), T (Tplus) and C (Cplus)

The seller is liable to the first buyer for ensuring that the delivered goods will be fit for use for the purpose specified in the applicable technical documentation for the stipulated period of time, or will retain the characteristics according to this documentation.

1. Warranty period:

- 1.1 The warranty period for air handling units MANDÍK, series M (Mplus), P (Pplus), T (Tplus) and C (Cplus) and for the supplied MaR electronic control system is 24 months from the date of sale.
- 1.2 The warranty period for the service work and spare parts supplied is 12 months from the date of delivery of the service.
- 1.3 The prolonged warranty period for air handling units MANDÍK, series M (Mplus), P (Pplus), T (Tplus) and C (Cplus) and for the supplied MaR control system is 60 months from the date of sale subject to the specified conditions (see below), this guarantee is agreed with the customer and provided by the distributor of company Mandík, a.s.

2. Terms and conditions of the standard warranty period:

- 2.1 The warranty covers all goods delivered and paid for that are subject to a defect in material, functional defect, quantity defect or manufacturing defect.
- 2.2 The installation of the equipment (product) must be performed on the basis of a project prepared by a qualified designer and in accordance with the seller's documentation – Installation and operating regulations (TPM088/12) and INSTALLATION, COMMISSIONING, MAINTENANCE (IZU 1.7) of air handling units MANDÍK.
- 2.3 The assembly, installation and commissioning of the equipment may **exclusively** be carried out by a professional installation company with a license to operate according to national or local regulations. All equipment and components shall be delivered to the end user professionally installed and tested, including appropriate initial reviews.
- 2.4 Any apparent defects and damages must be claimed when the product is handed over, otherwise the liability for these defects ceases. In case of obvious defects and damages caused by the carrier, it is necessary to draw up a protocol of obvious defects and damages at the time of acceptance of the product from the carrier and in this protocol to indicate all obvious defects and damages and to document them photographically and attach them to the written protocol. Or not to accept the goods at all.
- 2.5 Quantitative defects in the supplied goods must be claimed immediately upon receipt of the goods, otherwise liability for these defects ceases.
- 2.6 For some components used in the production of air handling units (e.g. frequency converters, fans, heat exchangers, etc.) the decision is made by the company MANDÍK a.s. regarding the validity of the claim for these components based on the result of the supplier's expert opinion.
- 2.7 The warranty does not cover defects and damage caused by:
 - improper and unprofessional handling, storage, transport (in the case of transport provided by the buyer) or defects caused by unprofessional commissioning and maintenance,
 - improper (unprofessional) assembly, tampering by an unauthorized person, improper electrical protection, failure to comply with the prescribed electrical voltage, unprofessional or unreasonable intervention, modification, dismantling and the use of unapproved parts or components,
 - using feed media with inadequate parameters such as pressure, temperature, chemical composition, etc.

- improper use, improper design, extreme operating conditions, violent damage or neglect of maintenance,
 - natural disaster or force majeure,
 - by frost, any obvious damage to the liquid exchanger (typical deformation).
- 2.8 The warranty does not cover defects and damages caused by normal and usual operation, as well as consumable parts and components (e.g. filters, fasteners, etc.).
- 2.9 For any repairs and service work, original or supplier-approved spare parts must always be used.
- 2.10 Costs associated with the claim shall be borne by the buyer. The direct costs of the claim procedure shall be borne by the seller in the event that the claim is accepted (direct costs associated with the repair or replacement of defective parts).

3. Terms and conditions of prolonged warranty period (up to 60 months):

- 3.1 The validity of the prolonged warranty is subject to the fulfillment of all the basic conditions of the standard warranty period and compliance with the following conditions.
- 3.2 Provide the following documents to the Seller no later than 20 working days after the first commissioning:
- **filled requests for prolonged KJM warranty sent to zaruka-kjm@mandik.cz. The form can be downloaded at www.mandik.cz in the service section.**
 - Handing over protocol of the equipment to the end user
 - Protocol on commissioning of the air handling unit (downloadable on the website of MANDÍK a.s.) and its adjustment and the protocol on measured values (power, current load of motors, frost protection of heat exchangers, etc.) during the start-up of the equipment according to the accompanying technical documentation.
 - Copies of professional inspection reports (e.g. by an electrician, gas fitter - if a gas heater is included, etc.)

Upon receipt of the above documents, the registration of the prolonged warranty will be confirmed by email.

- 3.3 To apply for a prolonged warranty, the following conditions must be met:
- For air handling units with electronic control system spol. MANDÍK a.s. it is necessary to check the wiring and adjustment and train the operator by a service and installation technician of the company. Mandik (NOTE: this is a paid service), or by a professionally trained assembly company.
 - Performing regular semi-annual service inspections by a service technician of MANDÍK a.s. (NOTE: this is a paid service) or by a person who is licensed to commission and service air handling units Mandik.
 - Performing service activities according to the document "Installation, commissioning, maintenance"
 - These regular service inspections must continue throughout the extended warranty period.
 - The requirement to demonstrably keep an operating journal of the HVAC system/equipment (to be checked with the operator).
 - Sending of service reports to email zaruka-kjm@mandik.cz, always after the service has been carried out within 2 weeks at the latest (signatures of persons, legibly - service technician/operator's representative) Failure to comply with this obligation will result in the forfeiture of the prolonged warranty.
 - During the prolonged warranty period, company MANDÍK a.s. reserves the right to inspect the equipment (allow inspection) upon agreement with the customer, owner or operator of the equipment.

3.4 The prolonged warranty does not apply to filters, rotary heat exchangers, integrated cooling circuits, heat pumps, rotating components of the unit and all parts of the unit where the defect was caused by normal operation and wear and tear of the air handling unit part(s).

4. Procedure of filing a claim:

4.1 The buyer shall claim the goods within the warranty period without undue delay in writing by e-mail with any photo documentation.

4.2 The email shall contain a completed claim form freely available for download on the manufacturer's website www.mandik.cz, under service section. This form states:

- 1. serial number of the air handling unit
- 2. order number according to manufacturer
- 3. proof of commissioning and adjustment of the unit (also of maintenance of the equipment on request)
- 4. description of the defect
- 5. address of the location of the claimed air handling unit (part)
- 6. contact person of the customer (e-mail, phone)

4.3 The seller shall confirm in writing to the buyer the receipt of the claim and the person responsible for handling the claim.

4.4 Based on the description of the defect and the attached photograph documentation, the seller will decide on the method of resolving the claim, until then the claimed product or component must not be dismantled without the seller's approval.

4.5 The buyer is obliged to provide, upon prior written agreement, the cooperation, access and transport route and the technical and transport means to carry out any necessary service intervention. An unavailing trip caused by a breach of this point (paragraph) entitles the seller to charge the associated costs according to the applicable price list.

4.6 During the claim procedure, the authorized service technician of company MANDÍK a.s. shall evaluate any circumstances of the vent, including the responsibility under warranty (point 2. Warranty Terms and Conditions and other related documents of MANDÍK a.s.), he draws up a service report, where he decides on the validity of the claim, supported by any necessary third-party expertise (manufacturer or component supplier). If all the necessary conditions for warranty acceptance are met by the customer and third parties, the service technician will accept the warranty. If all the necessary conditions for warranty acceptance are not met by the customer and third parties, the service technician will not accept the warranty.

4.7 Removal of the warranty defect can only be carried out by the seller's service technician or an authorized service technician in the form of repair (at the place of installation or at the factory) or replacement of the defective part with a new one.

4.8 In case of agreement between the buyer and the seller, it is possible for the buyer to send the claimed part by post or parcel service. In this case, the other provisions of these terms and conditions of warranty and claim shall apply accordingly. Payment of transport costs is the responsibility of the buyer, unless otherwise agreed.

4.9 In the event that the claim is not authorized, the seller shall charge the buyer for all costs incurred in connection with the removal of the defect according to the valid price lists of company MANDÍK a.s.

5. General provisions:

5.1 Other matters not expressly covered by these terms and conditions of warranty and claims are governed by the provisions of the commercial laws of the Czech Republic and EU.

6. Changes and validity:

6.1 The seller is entitled to make any changes to the above terms and conditions of warranty and claim unilaterally; the wording of the terms and conditions valid on the date of conclusion of the purchase contract (order) is decisive.

These terms and conditions of warranty and warranty claims are valid unless otherwise stated in the purchase contract.

Valid since: 01. 08. 2024

Issued by: MANDÍK a.s.