

Terms & Conditions of 2-year Warranty for Aria Vitale heat recovery

HEATPEX Sp. z o.o. (a limited liability company), with its registered office in Gdańsk (80-044), street address Trakt Św. Wojciecha 29, incorporated in the Register of Entrepreneurs of the National Court Register managed by the District Court of Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under KRS 0000204309, NIP (Tax Identification Number) 5832853709, REGON (National Business Registry Number) 193031338 (hereinafter referred to as the "Guarantor"), being the manufacturer of heat recovery unit of the brand "ARIA VITALE" (hereinafter referred to as the "Unit") hereby grants to the Consumer (within the meaning of applicable EU Law) the Warranty of quality, regulated by the Terms and Conditions in this Warranty Certificate, for the Unit purchased by the Consumer. This Warranty covers the Unit if operated in the country where the Guarantor markets its products and the only entity entitled to the Warranty is the Consumer being the End User of the Unit at whom the Unit has been originally installed and commissioned for operation as construed under this Warranty Certificate. This document is available at www.heatpex.pl

I. WARRANTY PERIOD

1. This Warranty is granted for a period of 24 months from the date of the original commissioning of the Unit, provided compliance with the Warranty of quality Terms and Conditions specified herein has been maintained, and the Warranty period shall be no more than 27 months from the release of the Unit to the Consumer.
2. During the Warranty period, the Guarantor will remove, free of charge, defects and/or faults in the Unit that arise from its manufacturing defects.

II. SCOPE OF WARRANTY

1. A warranty claim qualified by this Certificate can be filed for any defect or operating fault of the Unit discovered and reported in the Warranty period.
2. This Warranty is only for the Consumer's right to request repair of the Unit or replacement of defective parts of the Unit with new counterparts.

III. TERMS OF WARRANTY ELIGIBILITY

1. The original commissioning of the Unit shall be completed by a dedicated business operation of a qualified installer (henceforth, the "Installer") and logged in the Original Commissioning Report available at www.heatpex.pl.
2. The Consumer is required to have at least 1 service inspection done on the Unit each year. This annual service inspection must be done by an authorised service or a dedicated business operation.
3. The Consumer shall replace all consumables, including air filters, at their own cost. The air filter change frequency shall be 3 months or higher.
4. The Consumer shall use the Unit in compliance with the applicable provisions of law, in particular to the extent of regulations for fire protection and health and safety, as well as the specifications in the Installation and Operating Manual available at www.heatpex.pl
5. Any intervention in Unit, including inspections, shall be carried out by an authorised service in accordance with in the Installation and Operating Manual, after a service call made via www.heatpex.pl. Air filter replacement is not an intervention in the Unit.

IV. TERMS OF WARRANTY EXPIRY

This Warranty expires in the following cases:

1. Assembly, installation or intervention with the Unit in deviation of its Installation and Operating Manual, including by personnel without the appropriate authorization specified in this Warranty Certificate;
2. Operation of the Unit in deviation with its intended use, applicable law or the Installation and Operating Manual;
3. Physical damage to the Unit by the Consumer and all resulting defects;
4. Inspections, servicing, modifications, maintenance, repairs or structural alterations to the Unit done by unauthorized personnel;
5. The Consumer's application of technical conditions unsuitable for the Unit or application of the Unit with inoperative or defective electrical mains;
6. Force majeure, including mains overvoltage, lightning strike, damage by vermin (including insects);

7. Neglected maintenance, including failure to install genuine air filters or failure to replace them with the required frequency specified in the Installation & Operating Manual;
8. Failure to log the original commissioning of the Unit in the Original Commissioning Report;
9. Failure to understand the entry in the Original Commissioning Report, also by illegibility.

V. WARRANTY EXCLUSIONS:

1. Components directly related to the installation of the Unit, like fasteners, ventilation ducts, peripherals, and power and control cables other than supplied with the Unit from the Manufacturer;
2. Defects and damage caused by improper design of the heat recovery ventilation system;
3. Defects and damage caused by improper operation of the Unit caused by improper assembly or installation, including flooding due to incorrect connection of the condensate drain system, heating water system, or cooling water system; defective installation of the refrigerant system, leaks from the DX (refrigerant-charged) cooling system, or electric shock caused by improper wiring specification and electrical connections of the Unit;
4. Improper functioning of the Unit due to operation against the Installation & Operating Manual available at www.heatpex.pl;
5. Damage caused during transport and storage;
6. Defects caused by connecting unspecified voltage sources or using inappropriate electrical power protection devices for the Unit;
7. Defects caused by extreme operating conditions;
8. Defects caused by physical damage to the Unit by the Consumer;
9. Defects caused by force majeure, including unforeseen or violent weather phenomena, catastrophes or natural disasters;
10. Any Unit with a serial number missing or reasonably unidentifiable;
11. Any consumables of the Unit, including air filters, gaskets, etc.

VI. WARRANTY CLAIMS

1. Claim every defect on warranty on www.heatpex.pl, using the Warranty Claim form (henceforth, the "Warranty Claim").
2. Defects and faults reported in the Warranty period will be remedied within 14 days from the date of filing a complete Warranty Claim with the Guarantor. The Guarantor reserves the right to extend the claim remedy period in the event of force majeure or the need to produce or import parts necessary for the warranty service.
3. File the Warranty Claim on www.heatpex.pl or by e-mail in 7 days from discovery of the claimed defect/fault.
4. The Guarantor reserves the right to request copies of records that certify the correct installation and completion of mandatory inspections (in completed service inspection reports), and to refuse

warranty service if the requested records are not produced by failure or denial.

5. The Consumer shall provide the Guarantor with unobstructed access to the Unit at its installation location for performance of the warranty obligations.
6. In the event of unsubstantiated warranty claims, including discovery of a circumstance during the warranty service process in response to a warranty claim that invalidates any Guarantor liability, the Consumer shall be charged with the costs of warranty claim examination and on-site service response and labour, and remedial of the Unit.
7. The warranty obligations do not include any servicing related to service inspection, cleaning, replacement of consumables (like air filters or gaskets), or maintenance of the Unit.
8. This Warranty does not prejudice, limit or suspend the Consumer's rights to remedy a commodity non-conformity with the contract.
9. If the Guarantor has replaced a defective Unit with a new one or made significant repairs to the Unit claimed defective, the Warranty period will start anew from the date of delivering the replaced or repaired Unit to the Consumer. If a single part of the Unit claimed defective is replaced, the Warranty period will restart for the replaced part only. In other cases, for example when a Warranty claim with a request for replacement or repair is rejected by the Guarantor or the Consumer requests the Guarantor to remedy a claim by other means than a replacement or repair, the Warranty period will not be extended.
10. During the exercise of the Warranty rights, the time for exercising the rights to remedy a non-conformity with the contract will be suspended from the date of effectively claiming the defect before the Guarantor. The time for exercising the rights to remedy a non-conformity with the contract is resumed from the date the Guarantor-received Warranty claim is reasonably rejected (or when the time for performing the Warranty obligations expires).
11. For all claims raised in connection with the purchase of the Unit on the territory of the Republic of Poland, all matters not regulated herein shall be governed by the Polish Civil Code.
12. For all claims raised in connection with the purchase of the Unit on the territory of the European Union, with the exception of the territory of the Republic of Poland, all matters not regulated herein shall be governed by applicable law, including Directive (EU) 2019/771 of the European Parliament and of the Council of May 20, 2019 on certain aspects of contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC and repealing Directive 1999/44/EC.
13. For all claims raised in connection with the purchase of the Unit in Great Britain, Switzerland, Moldova, or Norway, all matters not regulated herein shall be governed by applicable laws of these countries.