

General warranty terms and conditions

For products and solutions of Sament Group

1. This document aims at defining the liability limits and the manner in which Sament Group is to perform its warranty undertakings. The products that were delivered and the solutions that were implemented by Sament Group are in conformity with the local regulations and standards with general validity in the European Union. They are in conformity with the order placed by the client, and are in the scope of the warranty on the basis of the issued Warranty card and are subject to warranty undertaking via after-sales servicing.

1.1. We presume that Sament Group could be a supplier of a product or of comprehensive investment solution. The product delivery is not connected with follow-up installation obligations of the supplier. In this case the supplier should be in conformity with the legal requirements concerning the product. The implementation of the investment solution is a multitude of activities such as delivery of various products and their interconnection into an entire system. The implementation of the investment solution presumes the delivery of products of various origin and installation obligations of the supplier. The engineering performance should be in conformity with the legal requirements for the system /the solution/.

1.2. We presume that in the case of delivering a product, Sament Group bears warranty liability only for the product and this liability does not include assembly and installation activities and the corresponding liabilities for them.

1.3. We presume that in the case of implementation of comprehensive investment solution, Sament Group delivers and installs a group of compatible products that after commissioning work as an integral unit. In this case Sament Group is liable for the individual products as well as for the system as a whole, including the installation liabilities.

1.4. We presume that in practice there could be an interim case where the product is delivered by Sament Group and its installation is performed by another organization under the monitoring and guidelines of the supplier. Then it is possible for Sament Group to undertake the warranty liabilities for the installed product.

2. Accepting and bearing the warranty undertaking.

2.1. In the case of performing a Contract /order for delivery/ of a product or implementation of an investment solution, Sament Group's standard practice is issuing a Warranty Card /WC/. The issued WC contains description of: the contract /order/, the delivery terms and conditions, the parameters and quantity of the delivered products, the recipient and the place for implementation, the warranty effective term and the warranty conditions. The general warranty terms and conditions are also applicable or a reference is provided to the supplier's website. When implementing an investment solution, mandatory part of all works is instructing the service person /the person in charge of the maintenance/, and to this end protocol is filled in and bilaterally signed; instructions for use are provided. Sament Group does not bear liability for follow-up instruction activities.

2.2. Terms and conditions for bearing warranty liability.

Warranty event is an event after which the functional parameters of the product or the solution described in the WC are considered to be violated.

Undertaking a warranty obligation by Sament Group is done according to the following conditions:

2.2.1. In the case of occurrence of warranty event, the product /solution/ user should:

- take measures for mitigating the damages resulting of the warranty event without creating any obstacles for the performance of a reliable analysis.
- immediately notify Sament Group.

It should be further elaborated that the user is free to define upon his or her discretion whether a particular event is of warranty nature. This defining could essentially be done after Sament Group's representative performs a detailed analysis.

2.2.2. In a term of 5 business days, Sament Group's representative and the user should perform joint inspection and certify their observations in a bilaterally entered protocol.

2.2.3. In a term of 5 business days as of the inspection date in terms of point 2.2.2. Sament Group should provide the user with its analysis of the event.

2.2.4. In the case of certified warranty event, Sament Group should inform in writing the user about the deadline for eliminating the malfunctioning.

2.2.5. Malfunctioning elimination on behalf of Sament Group should be done in conformity with point 2.2.4.

3. Events excluding the warranty undertaking on behalf of Sament Group:

We presume that the supplier supplied a product with parameters that were declared by it in advance and were accepted by the user.

3.1. In the case of the product warranty undertaking in conformity with point 1.2.:

3.1.1. Events of meteorological nature such as:

- strong wind affecting the product in a degree exceeding the declared parameters of the item.

- snow affecting the product in a degree exceeding the declared parameters of the item.

Note: One should bear in mind that the maximum snow loads borne by a particular item are of temporary nature and functioning concerning its security. This warranty ensures that the item could bear the noted snow load for a definite term, afterwards it should be cleaned.

- hail or other hitting influences of force majeure nature.

We presume that the abovementioned events are subject matter of insurance actions on behalf of the user.

3.1.2. Events resulting from the combined effect of natural elements and acceleration of their effect because of building's features.

For example: Combined simultaneous effect of sucking forces because of the wind with forces of blowing from below as a result of strong wind with negative effect on the product and blowing through an open industrial door. In the case of wind blasts it is possible for the aggregate effect to exceed the wind sustainability of the item.

3.1.3. Decreasing the coefficient of light passing for the transparent parts as a result of chemical or other effects. We are taking into account the effects in industrial regions with polluted atmosphere that cannot be measured by the supplier.

3.1.4. Events resulting from the unauthorized intervention in supplier's products.

3.1.5. Events resulting from the malfunctioning of non-reserved electrical system in the case of emergency electricity power cut.

3.1.6 Events resulting from issues with the power supply of the building – electric shocks, power peaks and lightning effect on building's power supply.

These exemptions are also acceptable for products that were inbuilt in a system.

3.2.5. Smoke removal systems that were not subjected to authorized service check once a year.

4. Warranty effective term.

4.1. The warranty effective term is noted in the WC and depends on the type of the product or the investment solution.

4.2. Upon supplier's discretion, the warranty effective term could consist of two components.

For example: 5+5 years. In this case, the service activity should be provided for in the Contract as a rule after the expiration of the first effective term and continuation in writing of the second effective term on behalf of Sament Group.