



BASIC WARRANTY AND LIABILITY

Starting January 1, 2019, CONTEG provides warranty on its Products for 3 different time periods, as specified below, starting from the date of the Ex-Works delivery unless otherwise stated on Data Sheets, Catalogs, Manuals, Price List or in this warranty document. Warranty covers defects in material and workmanship and warranty can be claimed only in cases of recommended use of the products. The warranty covers Products and/or parts only. If a product is not manufactured any longer, it will be replaced by the closest model/alternative. For all warranty conditions please see "WARRANTY Conditions" below.

There are 3 different warranty categories depending on the type of product:

Category 1: **15-year Warranty**

Starting January 1, 2019, CONTEG provides warranty on its Products for a period of 15 years (15) years from the date of the Ex-Works delivery for products listed below in Category 1. The 15-year warranty does not cover any electronic components such as electronic locks, monitoring accessories, etc. which would be a part of delivery of a customized rack and these would be covered under Category 2. If a product is not manufactured any longer, it will be replaced by the closest model/alternative.

Products included in this warranty category are as follows:

- FREE-STANDING RACKS (RSF, RDF, RSB, ROP, Ri7, RM7)
- OPEN FRAMES (RSG4, RSG2, RS)
- WALL-MOUNT RACKS (RUN, RUD, REN, ACP)
- CABLE MANAGEMENT
- AIRFLOW MANAGEMENT
- IT ACCESSORIES (Except lighting).

Category 2: **2-year Warranty**

The following products are covered under a 2-year warranty period: Industry products (FSE, FSM, WME, OMR), LES-RACK fire extinguishing device, RAMOS, PDUs and ventilation units have a warranty period of two (2) years from the date of Ex-Works delivery. Cooling units CoolTeg Plus and CoolTop have a warranty period of two years from the date of the Start-up procedure made by a CONTEG technician or a CONTEG certified service partner (CCSP). The cooling units must have a start-up performed within 6 months from the date of shipment from a CONTEG warehouse. If this is not applicable then the warranty starts on the date of shipment from a CONTEG warehouse. Extended warranty is available upon request.

Category 3: **1-year Warranty**

CoolSpot cooling units, have a warranty period of one (1) year from the date of the Ex-Works delivery.

Should a product not fall into any of the above 3 categories, it will be deemed to belong in Category 2 which means warranty of 2 years.

WARRANTY Conditions

1. The warranty does not apply to any part of a Product that has been installed, altered, repaired, or misused in any way that, in the opinion of CONTEG, would affect the reliability or detracts from the performance of any part of the Product, or is damaged as the result of use in a way or with equipment that had not been previously approved by CONTEG. The warranty does not apply to any Product or parts thereof where the serial number or the serial number of any of its parts has been altered, defaced, or removed.

2. The warranty does not cover replacement or repair necessitated by loss or damage from any cause beyond the control of CONTEG, such as lightning or other natural and weather-related events or wartime environments. The warranty does not cover any labor involved in the removal and or reinstallation of warranted equipment or parts on site, or any labor required to diagnose the necessity for repair or replacement. No service or labor related costs are included under the CONTEG warranty.

3. CONTEG makes no warranty of any kind, expressed or implied, with regards to its products suitability to a particular purpose or ability to sell, except that the Products sold under this Agreement will meet the specifications set forth in the relevant Products description literature.

4. No claim of any kind, whether as to the Products delivered or for non-delivery of the Products, or otherwise, shall be greater in amount than the purchase price of the Products subject to the claim. Neither CONTEG nor the Customer shall in any event be liable for loss of profits or incidental or consequential damages of any kind arising out of any defect or non-conformity of the Products.

5. The warranties and remedies set forth herein are further contingent to the proper receipt, handling, storage, installation, and use of the Products. The Product is intended for use exclusively in interior (indoor) premises with customary conditions.

6. Notwithstanding anything provided to the contrary in this warranty, CONTEG shall not be liable for any special, indirect, incidental or consequential damages of any kind, including but not limited to the inability to use, loss of profits or revenues, claims of third parties, and the Customer shall hold harmless and indemnify CONTEG against any liability in connection thereto.

7. Warranty cannot be claimed in particular in the following cases:

- warranty cannot be claimed in case of acceptance of a damaged consignment—the buyer shall be obliged to duly check the received consignment and in case of damage of consignment to file a claim report or fill out a claim form with the carrier, according to the rules stipulated in this Agreement;
- warranty cannot be claimed in case of the expiration of the warranty period for the Products claimed;
- warranty cannot be claimed in case the defect was caused by accident, negligence, alteration, abuse, misuse, defective installation, improper storage, damage from exposure other than normal temperature and/or humidity or normal wear and tear, direct or indirect exposure to aggressive chemicals or excessive vibrations;
- by inappropriate use of the Products or by use in inappropriate premises;
- warranty cannot be claimed in case of failing to observe instructions stipulated by the manufacturer or by CONTEG;
- warranty cannot be claimed for the Products in case the defect was caused by unskilled installation, treatment, operation, use, manipulation or negligence;
- warranty cannot be claimed in case of damage of the Products caused by forces of nature.

8. The Customer is hereby entitled to claim warranty at CONTEG's place of business at the address K Silu 2179, 393 01 Pethřimov-Lhotka, Czech Republic (hereinafter referred to as "Place of Business") provided that the defects covered by the warranty have occurred within the warranty period after the acceptance of the Products and the defect was properly announced to CONTEG within warranty period. The Place of Business being the only place where the warranty can be claimed. This warranty does not cover expenses involved in the removal or installation or transfer of any Product.

9. When claiming warranty, the Customer shall be obliged to deliver at his own expenses and risk the claimed Products to the Place of Business along with a cover letter which will include the description of the defects and also the contact details of the Customer. In case that such cover letter describing the defects will not be delivered to CONTEG along with the Products claimed, CONTEG shall be entitled to consider the warranty claim incomplete and reject claim and return the Products claimed to the Customer at the expenses and risk of the Customer. All return products must bear an RMA (Return Materials Application) number or sticker which is obtained by CONTEG Customer Care representatives upon logging a claim.

The Customer is responsible for freight to CONTEG and all related customs duties, taxes, tariffs, insurance, etc. CONTEG is responsible for the freight charges only for return of the equipment from the factory to the Customer in cases when the warranty claim has been accepted.

All equipment returned for warranty repair must have a valid RMA number issued prior to return and be marked clearly on the return packaging. CONTEG strongly recommends all equipment be returned in its original packaging.

10. CONTEG shall decide on the warranty claim without undue delay but no later than 60 days from the day of claiming the warranty, unless otherwise agreed between CONTEG and the Customer. After accepting and authorizing warranty claim, CONTEG shall be entitled to decide on the extent of discount on the purchase price, repair, replacement, or return of the Products. In case of CONTEG's delay with repair or replacement of the Products caused exclusively on the side of CONTEG, the Customer shall be obliged to grant to CONTEG additional reasonable period of at least 15 days for the purpose of fulfillment of the obligation. In case the repair or replacement is not provided within the additional period, the Customer shall be entitled to either withdraw from the contract or to claim appropriate decrease of the purchase price. CONTEG reserves to substitute defective Product of like quality if substantially identical replacement part is unavailable.

11. If the warranty claim is not accepted and CONTEG rejects such warranty claim, the Customer shall be obliged to cover to CONTEG all costs incurred in connection with such warranty claim, paying these costs to CONTEG within 5 days from the date of the delivery of the notice of decision regarding the claim.

12. CONTEG shall issue to the Customer a written confirmation including the filing date of the warranty claim and its content. Further, CONTEG shall issue to the Customer a confirmation including the date and way of resolving the claim, including a confirmation of the execution of possible repair and its duration. CONTEG shall issue, in case of rejected warranty claim, a written report stating reasons for this rejection. CONTEG hereby recommends to the Customer to keep these confirmations for the whole period of the duration of the warranty.

13. If, after resolving the warranty claim, CONTEG shall return the Products to the Customer, or grant him a replacement within the frame of the warranty period, CONTEG further asks the Customer to accept the return of the claimed goods. The Customer shall be obliged to accept the Products claimed at his own expense and risk within the period of 5 business days from the delivery of the notice of decision regarding the claimed Products.

14. CONTEG shall provide the Products to the Customer free from trademark and copyright law violations.

15. The Customer shall be obliged to claim any defects of the Products at the time of acceptance of the shipment and in case of hidden defects without delay after learning of such defects. The Customer shall be obliged to check the status of the consignment at the time of its acceptance. In case of damage to the consignment or in case of other apparent defects, the Customer is obliged to mark or specify, in case of personal acceptance of the goods with CONTEG and in the other cases with the carrier, on the delivery note to the consignment the recipient's objections, or the Customer can refuse to accept such consignment. In case of acceptance of the supply delivered by the carrier, the Customer shall be obliged to check the data specified on the delivery note. If the data are not in compliance with the current condition of the supply, the original package is damaged or the original seal/tape on the package is damaged, the Customer shall be obliged to mark this fact on the carrier's delivery note and to refuse either the defective products or the supply as a whole.

16. The Customer shall be obliged to check either the substantive content of the consignment according to the enclosed delivery/warranty note. In case the content of the consignment is not in compliance with the delivery note, the Customer shall be obliged to mark the discrepancies on the delivery note or its annexes and to have this fact confirmed by the carrier. If the carrier refuses, the Customer can refuse the supply as a whole.

17. The Customer is obliged to inspect the Products upon its acceptance from the carrier and if the Products have defects that are identifiable only after their acceptance, the Customer is obliged to announce them to CONTEG without undue delay, no later than in 14 days. The Customer is obliged to announce hidden defects to

CONTEG immediately after the detection of these hidden defects but no later than six months of receipt of the Products.

18. CONTEG makes no other warranty of any kind, express or implied.

19. In order to assure quality installation of CONTEG products, customers have the option to purchase CONTEG Assembly Assistance service performed by CONTEG personnel. CONTEG requires its customers to purchase a Start-up Service package by CONTEG to ensure proper working of CoolTeg cooling units. CONTEG can also arrange post-warranty service provided either by qualified CONTEG employees or by CONTEG local contractual partners.

20. These warranty conditions shall be governed by the laws of the Czech Republic, excluding the conflict law rules and excluding also the provisions of the United Nations Convention on the International Sale of Goods. Any disputes under warranty shall be exclusively judged by the relevant court of Czech Republic.



CONTEG, spol. s r.o.

Headquarters:

Na Vitezne plani 1719/4
140 00 Prague 4
Czech Republic

Production plant:

K Silu 2179
393 01 Pelhrimov
Czech Republic

Tel.: +420 565 300 362

conteg@conteg.com

www.conteg.com

CONTEG