



 BUSINESS DOCUMENT

BASIC WARRANTY AND LIABILITY

CONTEG, spol. s r.o.

Stetkova 1638/18, 140 00 Prague 4, Czech Republic

Tel.: +420 565 300 362, info@conteg.com

www.conteg.com

Starting January 1, 2019, CONTEG provides warranty on its Products for 4 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 4 different warranty categories depending on the type of product:

15-YEAR WARRANTY (Category 1)

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. Products included in this warranty category are as follows:

- ✓ FREE-STANDING RACKS (RF1, RB1, ROP, Ri7, RM7)
- ✓ OPEN FRAMES (RSG4, RSG2, RS)
- ✓ WALL-MOUNTED RACKS (RUN, RUD, RQN, ACP)
- ✓ CABLE MANAGEMENT
- ✓ AIRFLOW MANAGEMENT
- ✓ IT ACCESSORIES (except lighting)

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 3. If a product is not manufactured any longer, it will be replaced by the closest model/alternative.

5-YEAR WARRANTY (Category 2)

The 5-year warranty period applies to CONTEG cooling units. This 5-year warranty can only be obtained after registering your product on the website www.warrantyregistration.conteg.com

Products included in this warranty category are as follows:

- ✓ COOLTEG COOLING UNITS
- ✓ COOLTOP COOLING UNITS
- ✓ COOLSEVEN COOLING UNITS
- ✓ COOLOUT COOLING UNITS

Cooling units must undergo a start-up procedure within six months of the date of dispatch from the CONTEG warehouse. Documentation of the performed start-up must be sent to the email address cooling@conteg.com. Regular service must be performed by a CONTEG certified partner or a CONTEG technician at least twice a year (during the entire warranty period). If this does not apply, the warranty starts on the date of dispatch from the CONTEG warehouse. Product registration (5-year warranty) is valid if the product is registered within 6 months from the date of shipment from CONTEG. At the same time, if the cooling unit has undergone the start-up procedure within 6 months from the date of dispatch from the CONTEG warehouse.

The warranty on the compressor and compressor frequency converter is 24 months as standard. If the compressor and frequency converter reaches 100,000 cycles/starts, the warranty ends at 100,000 cycles/starts (not at 24 months).

2-YEAR WARRANTY (Category 3)

Industry enclosures (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, CoolTop, CoolOut, CoolSeven 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. Start-up document must be sent to email address cooling@conteg.com. Regular service inspections have been performed on the AC units by a CONTEG certified service partner or CONTEG technician at least twice a year. Extended warranty is available upon request, it can't be extended retrospectively. This warranty does not cover the compressor and frequency converter/driver as standard. The standard warranty for these components is 12 months.

1-YEAR WARRANTY (Category 4)

CoolSpot cooling units and industrial 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 4 categories, it will be deemed to belong in Category 3 which means warranty of 2 years.

CONTEG GASTRO PRODUCTS — DISTRIBUTION NETWORK

(Refrigerated display cabinets, wine cabinets, etc.)

Validity and length of warranty

These products are guaranteed for one year from the date of Ex Works removal. Gastro products can primarily be purchased through CONTEG's distribution network. Information about the distribution network can be obtained by emailing insidesales@conteg.com.

Warranty claim process

If a product malfunctions or is found to be defective, the distributor's service department will detect the defect and describe it, including photo documentation, on the "RMA" claim form located on CONTEG's website. The RMA form is then sent to the email address insidesales@conteg.com. Upon receipt of the claim, you will be notified of its acceptance. Upon receipt of complete documentation, we will conduct a thorough assessment of the situation and decide on the next course of action.

Warranty claim resolution options

If the defect is recognized as a warranty defect and does not exceed the authorized scope of repair, CONTEG will arrange for the delivery of the necessary spare parts to

the distributor who purchased the product. These spare parts will be provided free of charge to the distributor. Furthermore, the parts sent are only used to correct the defect/defect of the product. The costs of sending the spare parts shall be borne by CONTEG. CONTEG may request that the defective parts be sent back to CONTEG's manufacturing site (hereinafter referred to as "MANUFACTURING SITE").

If the defect cannot be resolved by replacing the parts or if a more serious defect is found, CONTEG has the right to decide to replace the entire product. If this situation arises, CONTEG has the right to request that the defective product be sent back to the CONTEG manufacturing plant. CONTEG shall bear all costs of shipping back to the manufacturing plant in the event of a more serious defect or unrepairable manufacturing defect, including the cost of shipping a new product.

Exclusion of warranty claims

The product warranty does not apply in the following cases: mechanical damage to the product caused by improper use, unauthorized tampering or unauthorized installation. Damage to the product caused by natural disasters, accidents, or other external factors beyond CONTEG's control. Unauthorized modifications or unauthorized tampering with internal/external components of the product (without prior consultation with CONTEG). Failure to use recommended original spare parts and accessories. Furthermore, failure to follow the instructions in the product user manual. The warranty does not apply to the product and its parts where the serial number or numbers have been altered, damaged or removed.

CONTEG's gastro products are also subject to the warranty conditions set out below in this document, referred to as WARRANTY CONDITIONS, with the points 1. to 20...

CONTEG GASTRO PRODUCTS — END CUSTOMER

(Refrigerated display cabinets, wine cabinets, etc.)

In the case of purchase of CONTEG gastro products by the end user (outside the distribution network), all gastro products are subject to the warranty conditions without any exception as listed below. That is to say, the warranty terms and conditions listed in this document marked as WARRANTY CONDITIONS with points 1. to 20...

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 will meet the specifications set forth in the relevant Products description literature.

4. No claims of any kind together, 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 or non-delivery of the Products.

5. The warranties and remedies set forth herein are further contingents on the proper receipt, handling, storage, installation, and use of the Products. The Products are pre-intended for use in interior or exterior (indoor/outdoor – by type of product) 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 Warranty Conditions;
- ✓ 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 wear and tear, accident, negligence, alteration, abuse, misuse, defective installation, improper storage, damage from exposure other than normal temperature and/or humidity, direct or indirect exposure to aggressive chemicals or excessive vibrations;
- ✓ warranty cannot be claimed in case of inappropriate use of the Products or of 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 Pelhřimov-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 without undue delay after appearance and 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 (in particular to the place of business).

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 at its sole option shall be entitled to decide on how to resolve the warranty claim, i.e. to decide on the extent of discount on the purchase price, or on repair, or on replacement, or on 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 eventual 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. Otherwise warranty claim will not be accepted.

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 Plus, CoolTop, CoolOut, CoolSeven 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.