

BROOKVENT

GENERAL TERMS of WARRANTY

I. SCOPE OF APPLICATION

1. These General Terms of Warranty constitute an integral part of sales contracts and the related service provision contracts concluded between the company Brookvent Sp. z o. o. with its registered office in Trzebnica and the buyers of the products it offers outside of Poland, unless such contracts provide otherwise. The terms used in these GTW shall have the following meanings:
 - a. „Customer’s e-mail address” – the address provided in service request,
 - b. „Company’s e-mail address” – serwis@brookvent.pl;
 - c. „O&M” – Operation and Maintenance Manual – document describing technical parameters of the product, guidelines and instructions for use;
 - d. „Guarantor” – the company Brookvent Polska sp. z o.o. with its registered office in Trzebnica, at ul. Milicka 51C, number KRS 0000463156 NIP: 9151790915, District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division of the National Court Register;
 - e. „Customer” – contractor purchasing products or services from the Guarantor. These GTW apply to contractors – Entrepreneurs and Consumers, unless the GTW expressly exclude the application of a given provision to Consumers;
 - f. „Consumer” – natural person contracting a legal transaction with an entrepreneur not directly related to its business or professional activity;
 - g. „Unauthorized persons” – persons not authorized by the Guarantor to perform service activities;
 - h. „GTW” - these General Terms of Warranty along with the amendments and all attachments;
 - i. „Product” – products, goods and services constituting the subject of the Guarantor’s business activity and covered by the warranty in the territory of the Republic of Poland within the above scope;
 - j. „Entrepreneur” – natural person, legal person and organizational unit referred to in Art. 33¹ of the Civil Code, running business or professional activity on its own behalf;
 - k. „Periodic Inspections” – inspections of the Product performed by the Guarantor or persons authorized by the Guarantor,
 - l. „Carrier” – courier, transport or forwarding company;
 - m. „Complaint” – Customer’s claim under the warranty;
 - n. „Parties” - Guarantor and the Customer.
2. In accordance with these GTW, the Guarantor grants the Customer a warranty for all Products it sells, with the exception of parts subject to normal wear and tear, as well as parts and consumables, such as: filters, light bulbs, fuses, batteries, V-belts, lubricants, oils, refrigerants, etc., ensures efficient operation of the offered Products, provided that they are used in accordance with their intended purpose, GTW and the operating conditions specified in the documentation.
3. Direct warranty claims against the Guarantor may only be lodged by Customers who purchased the product directly from the Guarantor. In other cases, the warranty claim should be lodged at the place the Product was purchased from.
4. Pursuant to Art. 558 § 1 of the Civil Code, the guarantee for the Product is excluded. The provision does not apply to Consumers.
5. Service activities (including start-ups), both paid and free of charge, may be subject to separate agreements.

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II. WARRANTY PERIOD

1. Warranty Period for the Products offered by the Guarantor is counted from the date of sale (stated in the sales invoice) and shall last for:

Product Group	Warranty Period (months)
Fans, Base pieces, Automation	24
1.X, 3.X Series Heat Recovery Ventilation Systems	60
4.X, 5.X Series Heat Recovery Ventilation Systems	24
Vents, Grilles	24
Other	24
Fans, Base pieces, Automation	24
Replacement devices (second hand)	3

1. The Guarantor grants the Customer a warranty for the period specified in the table above based on a VAT invoice or a receipt confirming the sale of the Product. The Guarantor will issue a warranty card to the Customer upon request.
2. The Warranty Period may be extended as part of a paid extended warranty whose terms are determined individually.

III. SCOPE OF WARRANTY

1. The Guarantor grants the Customer a warranty for all Products it sells, ensures efficient operation of the offered Products, provided that:
 - a. they are used in accordance with their intended purpose, the terms of the GTW and conditions of use specified in the Product instructions manual and documentation,
 - b. start-up, regular service activities and inspections are performed on the ventilation system within the scope and within the time frames specified in the O&M.
2. During the Warranty Period, the Guarantor is obliged to provide spare parts or to repair defective Products free of charge. If the Guarantor decides that repair of the Product is not possible or the cost of repair of the device is disproportionately high in relation to the price of a new device, it is obliged to replace the Product with one that is defect-free.
3. Under Warranty, the Customer or third parties are not entitled to claim compensation from the Guarantor for any damage caused as a result of the Product failure. The Guarantor's only obligation under this Warranty is to provide replacement parts or repair or replace the Product with a defect-free one, in accordance with the terms of this Warranty.

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4. The Guarantor is responsible solely for defects in material and workmanship of the sold product. The Warranty does not cover defects due to other causes, and especially as a result of:
 - a. external factors: mechanical, thermal, chemical damage, flooding, excessive dirt (e.g. construction dust), etc.,
 - b. installation and use of the Product contrary to its intended purpose specified in the Product instructions manual and documentation,
 - c. use of the Product in conditions inconsistent with those specified in the Product instructions manual and documentation (e.g. max/min operating temperatures, contamination of the pumped medium, explosion hazard zones, aggressive environment, etc.),
 - d. design errors of the installation, incorrect selection of the Product,
 - e. connection of the Product by persons without the appropriate SEP licenses (or equivalent ones in force in the Customer's country), connection of the Product inconsistently with the electrical diagram, powering the Product with the voltage other than that specified on the nameplate and/or the Product instructions manual and documentation,
 - f. use of the Product contrary to its intended purpose and/or engineering practice,
 - g. lack of thermal protections compliant with the requirements specified in the Product instructions manual and documentation,
 - h. incorrect installation, maintenance, storage and transport of the Product,
 - i. damage to the Product resulting from the use of non-original accessories and materials that do not comply with the manufacturer's recommendations, including the use of maintenance products other than those recommended by the Guarantor and indicated in the Product instructions manual and documentation,
 - j. damage resulting from fortuitous events, factors bearing signs of force majeure (fire, flood, lightning, etc.),
 - k. malfunction of other (e.g. electrical, heating, etc.) installations and/or devices affecting the operation of the Product (e.g. inverters, relays, humidifiers, coolers, heaters, etc.), lack of protection of electrical installation, incorrect gradation of the protection of electrical installation.
5. The warranty does not cover:
 - a. parts subject to normal wear and tear and parts and consumables, such as: filters, light bulbs, fuses, batteries, V-belts, lubricants, oils, refrigerants, etc.,
 - b. Product which, based on the submitted documents and product characteristics, cannot be identified as a Product purchased from the Guarantor and/or a Product without the Guarantor's nameplate,
 - c. defects reported to the Guarantor after the expiry of 30 days of their discovery.

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6. The Warranty covers the Product purchased from the Guarantor, subject to the Buyer's timely payment for the Product. In the event of a delay in the due payment for the Product, the warranty procedure will be suspended until the full payment is settled.
7. The Warranty may be extended for each Product based on separate arrangements or agreements.

IV. LOSS OF WARRANTY

1. The Buyer loses its rights under the Warranty for Products in one of the following events:
 - a. any modification to the Product,
 - b. interference with the Product by unauthorized persons,
 - c. any attempts to repair the Product made by unauthorized persons,
 - d. use of non-original spare parts that are inappropriate for a given type of Product,
 - e. arrears in payment for the Product exceeding 90 days,
 - f. nonperformance of Periodic Inspections,
 - g. use of the Product after having noticed it being defective.
2. In the event the Guarantor finds any of the events specified in sec. 1 above to have occurred, it shall have the right to consider it the basis for rejection of the Product Complaint.

V. WARRANTY CLAIM AND PROCEDURE

1. The provisions regarding a service request specified in this part of the GTW shall apply accordingly to report a defect.
2. The basis to process a Complaint is joint fulfillment of the following conditions:
 - a. the Customer filing a Complaint in writing, via e-mail or on a form available on the website, containing the name of the goods, catalog and serial number, date of purchase, warranty card number, if issued, detailed description of the damage along with additional information on the occurrence of defects in the product and a photo of the defective product, presenting the original invoice or purchase receipt for the product being the subject of the complaint. Complaints may be lodged on the Service Request form constituting Appendix No. 1 to the GTW.
 - b. presentation of the device start-up report, if required by the Product O&M.
 - c. delivery of the product being the subject of the complaint in person or via a Carrier to the Guarantor's registered office or granting, at each Guarantor's request, access to large-size devices at the place of their installation.

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3. Defects or damage to the Product revealed during the Warranty Period should be reported to the Guarantor immediately, not later, however, than 30 days from the date they have been discovered.
4. A product found to be defective should be immediately excluded from use under pain of losing warranty.
5. The Guarantor undertakes to process a service request and provide feedback regarding the manner and timeframes for the service within 14 business days from the date of receipt of the request.
6. The Guarantor undertakes to perform the warranty service in the case of devices delivered to the Guarantor's registered office within 14 business days from the date of their delivery, provided that a prior service request has been received.
7. Requests requiring an on-site action (outside the Guarantor's registered office) shall be subject to separate e-mail or written arrangements, or separate agreements.
8. The Guarantor reserves the right to extend the period for the performance of the warranty service by a period necessary to import and/or manufacture parts, not longer, however, than by 120 business days.
9. Warranty procedure applies only to complete products, fit for service verification, free from defects and mechanical damage caused by external factors.
10. Products sent back to the Guarantor's address at its expense and/or sent back without the Guarantor's knowledge and approval will not be accepted or will be accepted with the reservation that the service procedure will not be launched until the shipping costs for the return of the Product to the Guarantor are reimbursed within a nonnegotiable 14 days' period (not applicable to Consumers).
11. The Guarantor decides on the legitimacy of the warranty claim and on the choice of the manner of processing of the accepted warranty claims.
12. Replaced defective products become the property of the Guarantor.
13. The Guarantor reserves the right to pay an on-site visit at the place of installation of the Product being the subject of a complaint, in person or through a representative of its choice.
14. In the event the Product is repaired, the Warranty Period is extended by the period of the Product's malfunction. In the event the Product is replaced with a new one, such product shall be covered by a new Warranty whose period shall start to run from the moment it is delivered.
15. The Guarantor is not obliged to modernize or modify the existing products after their newer versions have been placed on the market.
16. In matters not covered by these Regulations, the provisions of the Civil Code shall apply.

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