

General Warranty Conditions

1. If not stated in a quotation otherwise, a 12-month Warranty Period from the date of delivery applies to products. ENVitech s.r.o. guarantees that the goods delivered by it are in compliance with all relevant specifications confirmed by the Customer upon acceptance of the goods and they are without defects in material and work during the aforementioned Warranty Period.
2. The Warranty Period starts on a day of handing the goods over to the Customer based on a signed acceptance protocol or a delivery note. Thus, a risk of damage to or loss of the goods is transferred to the Customer.
3. The Supplier's seat is a place of performance of the Warranty, if not agreed otherwise.
4. The Supplier guarantees that the goods delivered by it are in compliance with all relevant specifications and they are without defects upon handing them over. The Warranty does not apply to damages caused by improper installation (if the installation was not done by the Supplier), maintenance, fire, due to another external factor, negligence, improper manipulation or actions, which are not in accordance with the training, advice, or instructions provided by the Supplier or in a manual for the equipment. The Warranty does not apply to consumables and material for operation, but it only applies to replacement or repair of the goods within the original Warranty Period. The Supplier is not responsible either for direct loss or damage caused to the Customer by a failure of the goods or an indirect or consequent damage including loss of revenue, profit, contracts, production, business, anticipated savings, goodwill or reputation, caused anyhow.
5. The Warranty does not apply to failures, damages or destruction of the goods caused by Force Majeure. Force Majeure covers circumstances affecting the goods, not depending on the Contract Parties and out of control of the Contract Parties such as war, mobilisation, riots, disasters, etc.
6. The Warranty does not represent a basis for exercising a right for retrospective withdrawal from the Contract or reduction of a purchase price. If the repair fails two times, the Customer may request that the repair is delegated to the manufacturer.
7. The Warranty will terminate if protecting seals and labels preventing from unauthorised manipulation with the goods, if any on the goods, are damaged. For the software, the Warranty does not apply if the software or data was damaged by installation of another software by the Customer or by a computer virus.
8. The Customer shall inform the Supplier on application of the Warranty without any unreasonable delay and in writing.

9. Obligatory service inspections with a fixed 6-month interval, also referred to as preventive inspections, are defined for the goods supplied. A period of months April to June and September to November is a recommended period of time for service inspections. A scope of service inspection is based on the manufacturer's conditions and recommendations. A warranty inspection can only be performed by a service centre authorised by the manufacturer.
10. The Supplier agrees to fix all warranty defects during the Warranty Period. A defect of the goods is considered a warranty defect if not proven by the Supplier otherwise. During the Warranty Period, the Supplier agrees to respond to a defect reported in writing no later than within 3 (three) workdays from notification of the defect to the Supplier. Only the functions shown in a description of the defect will be tested. A warranty claim shall contain a serial number of the goods and a detailed description of a character of the defect (if it is not shown in the claim, the Supplier reserves the right to charge a reasonable amount for inspection of the instrument).
11. If a claim is made for the goods installed by the Supplier and the Customer is requesting their repair on site, the Supplier reserves the right to charge a visit of its service engineer for repair or replacement based on its hourly and mile tariff valid at the time of making the claim.
12. The Warranty may only be applied if rules on operation shown in a manual for the equipment were not breached by the Supplier or operators. If the equipment, or a part thereof, is damaged by the Customer, the Customer is responsible for all costs related to the claim and repair during the Warranty Period. The Warranty does not cover defects caused by neglected obligatory maintenance and damages caused according to section 4.
13. The Warranty Period is extended by the period from admitting the warranty claim by the Supplier till it is fixed. A written report on performance of a warranty repair is prepared by the Supplier. Tests, measurement and adjustment also belong to the work covered by the Warranty if their performance is necessary in connection with fixing the defects covered by the Warranty; however, it does not cover maintenance, control, cleaning, or attendance work specified or recommended by the manufacturer.
14. The Warranty does not cover parts which may be identified as consumables or material for operation. The Warranty does not apply to parts of the equipment for which a life cycle shorter than the Warranty Period shown in section 1 of the General Warranty Conditions is specified by the manufacturer. A life cycle specified by the manufacturer is considered a warranty period for such parts.
15. A warranty for new spare parts (components) is the same as that for parts of new goods. The Supplier reserves the right to replace faulty and irreparable parts with others if they do not affect functionality of the equipment.

16. By handing the equipment over according to section 2, it is understood that the Supplier, based on verification of functionality and visual inspection of the equipment, confirms a fault-free condition of all parts of the equipment to which the Warranty applies. Moreover, the Supplier confirms that the Supplier handed the equipment over to the Customer with 1 (one) copy of the ENVitech s.r.o. General Terms and Conditions and 1 (one) copy of the ENVitech s.r.o. General Warranty Conditions.
17. The Customer accepting the Warranty by signing an acceptance protocol or a delivery note confirms the Supplier acceptance of the aforementioned documents and that the aforementioned data is correct. Warranty Conditions in this form apply to all deliveries of the goods unless other warranty conditions are contractually agreed.
18. ENVitech is not responsible for any charges and custom duties in connection with transport of the equipment. Transport of the equipment may be subject to export control in some countries.
19. The Supplier reserves the right to change these conditions without prior notification.

Issued by: ENVitech s.r.o.

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CERTIFICATE OF WARRANTY

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Type:		
Serial number:		
Date:	Seal:	Signature:

SERVICE RECORDS ON REPAIRS

Failure Date	Scope of repair	Service engineer's name and date