

## VTS STANDARD GUARANTEE TERMS AND CONDITIONS

On basis of these guarantee conditions, company of VTS Group specified in the guarantee card [hereinafter: VTS], guarantees to the owner [hereinafter: Client] a failure-free operation of sold by VTS, VVS, NVS, SVS type air handling units [hereinafter: AHU].

### § 1 Guarantee period

1. The guarantee for the devices, automation elements as well as rotary and cross-flow exchangers expires after 2 years have passed from the device sale.
2. If the Customer has purchased spare parts for devices from Authorized VTS Service, the guarantee for these spare parts shall expire after 1 year has passed from the sales date of a given spare part.

### § 2 Guarantee period extension

1. If the Customer purchases air-handling units of the VS type, the guarantee period for these devices and additional options: automation elements as well as rotary and cross-flow exchangers can be extended by VTS upon the Customer's request by an additional period of the maximum of 3 years, following the end of the standard guarantee period.
2. The extension of the guarantee period takes place on the basis of the agreement between VTS and the Customer.
3. Under the extension of the guarantee period, the Customer shall pay to VTS remuneration in compliance with the following rates:
  - a) 1% of net price of devices for the first year of extended guarantee period.
  - b) 1.5% of net price of devices for the second year of extended guarantee period,
  - c) 2% of net price of devices for the third year of extended guarantee period.
4. The remuneration shall be payable by the Customer in advance in the total amount for the whole extended guarantee period on the basis of a proforma invoice. The failure to pay remuneration in compliance with the deadline specified in the proforma invoice- contents means that the Customer has resigned from the extension of the guarantee period.
5. The provisions concerning the extension of the guarantee period do not apply to air-handling units of NVS or SVS type.
6. Any differing provisions of the contract between the Parties in the scope regulated by § 2 hereof shall be invalid, and the legal actions of the Customer initiated in contrary to the above provision shall have no legal effect.

### § 3 Scope of guarantee

1. VTS shall, at its sole discretion, either replace the devices or their defective parts or repair them at the place of their installation or in another place, after they are sent for repair.
2. If the guarantee service is provided at the place of device installation in the country of VTS registered office, VTS shall cover the costs of transporting Authorized VTS Service workers and the costs of transporting spare parts exclusively within 200 km from the Authorized VTS Service seat in such country.
3. If the guarantee service is provided at the place of device installation in the country without the seat of Authorized VTS Service, VTS shall cover only the costs of spare parts or devices, together with the supply on DAP conditions (Incoterms 2010).
4. Current list of Authorized VTS Services is available on [www.vtsgroup.com](http://www.vtsgroup.com) and VTS representative offices.
5. Additional device fittings which have not been manufactured by VTS and which have been supplied by VTS together with the devices shall be covered by the guarantee in the period specified in § 1 hereof.
6. A guarantee service shall not change the guarantee period; the guarantee for replaced parts shall expire along with the expiry of the device guarantee.
7. A guarantee granted by VTS shall neither exclude nor limit or suspend the Customer's rights arising from regulations regarding implied guarantee for defects of a sold item.
8. These Guarantee Terms and Conditions shall be binding for the parties of all contracts connected with the devices, unless the contract specifies otherwise, with the consent of VTS.

#### **§ 4 Exclusions**

1. This guarantee shall not include:
  - a. Any parts subject to normal wear and tear, consumables (filters, washers, V belts, light bulbs, fuses, bearings, etc.).
  - b. Any damage arising through no fault of VTS and device defects occurring for reasons other than inherent to the devices.
  - c. Device damage resulting from the impact of the surroundings, improper transport, storage.
  - d. Mechanical damage arising from incorrect operation and use of the device, repair and maintenance incompatible with the "Operation and Maintenance Manual of Ventus Air-Handling Units" [hereinafter referred to as the OMM].
  - e. The devices, which were not assembled by VTS Licensed Service or in conditions not-compliant with the OMM.
  - f. The devices, in the case of which the commissioning was not conducted and documented in the Guarantee Card by the service or persons having appropriate qualifications and experience.
  - g. Devices which were subject to modifications, changes of operation parameters, repair or replacement of parts without the written consent of VTS.
  - h. The finishing elements of devices installed outside the buildings in which the coverage of Device housing was not used.
  - i. Any damage to or defects of the housing and structural elements which do not affect the functionality and correct operation of the devices.
2. The maintenance of guarantee rights requires device exploitation compliant with the guidelines contained in the OMM, including the performance of at least 2 technical inspections of devices by the Customer in the calendar year.
3. This guarantee shall not cover VTS's liability for any damage cause by device downtime while waiting for guarantee services and any damage to any property of the Customer other than the devices.

#### **§ 5 Complaints**

1. Complaints shall be filed online by sending the electronic application available on [www.vtsgroup.com](http://www.vtsgroup.com) or on the phone by calling the complaint department along with sending the electronic application specified above.
2. Complaint notification shall contain: the Device factory number, the Device operation location, the Customer's phone number, the Customer's contact person, the defect type, and also, if possible, the specification of the damaged Device part.

#### **§ 6 Guarantee service**

1. Services arising from this guarantee shall be provided within the 14 days following the report date. In exceptional circumstances this time limit can be extended, especially if the guarantee service requires ordering parts or sub-assemblies from the subcontractor, or if the service cannot work due to bad atmospheric conditions.
2. Any parts removed from the device by the service technicians within guarantee services and replaced with new parts shall become the property of VTS.
3. Any costs arising from a groundless complaint report or interruptions in the work of service technicians at the Customer's request shall be borne by the Customer in line with the binding technical service price list available on [www.vtsgroup.com](http://www.vtsgroup.com) and on the basis of the VAT invoice issued by Authorized VTS Service.
4. VTS shall have the right to refuse to perform a guarantee service if the Customer fails to pay for the device or for any previous technical service.
5. The Customer shall cooperate with the service technicians in terms of a guarantee service performed at the place of the device installation, in particular by:
  - a. providing free access to the device in due time,
  - b. preparing the site for service provision, in particular providing any additional structure to access a device installed higher than 1.5 m above the floor and, if necessary, removing and re-installing the devices, and in the case of suspended devices, if necessary, also the removing and installing the suspended ceiling or the ventilation duct,
  - c. disconnecting and connecting the plumbing system (water, glycol system) and the freon system, performing additional works to permit the service technicians to handle the complaint,
  - d. presenting the documents provided together with the device (a guarantee card, technical data card, the OMM),

- e. making it possible for the service technicians to commence work immediately upon arrival, without unnecessary delay,
  - f. providing, free of charge, all possible assistance in service provision (e.g. providing access to an electrical power source or lighting in the place of service provision),
  - g. taking the actions necessary to protect people and objects and following OHS regulations at the place where the guarantee service is being performed, which includes making sure that the service performance site meets the requirements defined in legal regulations.
6. The Customer shall promptly accept and confirm completion of the guarantee service on the Service Card document. When in doubt as to the quality and completeness of the guarantee service, the Customer has the right to complaint to VTS. § 4 hereof shall apply to such a complaint as appropriate.

### **§ 7 Other provisions**

1. In the event of any discrepancies between the Proposal plus the Purchase Order and these VTS Standard Guarantee Terms and Conditions, VTS Standard Guarantee Terms and Conditions shall prevail. In such an event, any contradictory provisions of the Proposal and the Purchase Order shall not apply.
2. In the event of any discrepancies between the Proposal plus the Purchase Order and these VTS Standard Guarantee Terms and Conditions, VTS Standard Guarantee Terms and Conditions shall prevail. The above provision does not apply to provisions of § 2 hereof, which shall always take precedence over the contract between the Parties or any other agreements or arrangements.
3. The Operation & Maintenance Manual is available on [www.vtsgroup.com](http://www.vtsgroup.com).