

SMART HEATING TECHNOLOGY WARRANTY AND CLAIM CONDITIONS

AUTOMATIC BIOMASS BOILERS SMART 60-100-150-500 KW

Smart Heating Technology s.r.o. covers its products with a warranty period of 24 months from putting the equipment into regular or test operation, however, max. 30 months from the date of dispatching of the product from the manufacturing plant or until reaching 8 000 Operating Hours at an Output of 80% or Higher of Nominal Power.

Smart Heating Technology s.r.o. covers the Smart Boiler Combustion Chamber and Heat-Exchanger body with a warranty for 60 months.

The warranty does not cover the components that shall be considered as consumables.

These include:

- Ceramic Deflector
- Upper and Bottom Ceramic Parts of the Burner
- Incandescent Spiral in the Ignition gun

- Catalogue No.: MTC00001, MTC00003
- Catalogue No.: MX150004A003000, MX150004A005000, MX300004A003000, MX300004A005000
- Catalogue No.: MET00001
- Components specified in the partial purchase contract

Any Claim concerning a defective part, requirement for delivery of a new or replacement defective part, or require setting of the equipment to operating parameters as specified in the technical documentation can be deemed as entitled under the following conditions:

- All payments concerning the claimed boiler/equipment are settled within due dates.
- The boiler/equipment is stored or operated under conditions specified by its manufacturer (climatic effects, power supply voltage, fuel, regular maintenance, stack body and exhaust of combustion products, quality and functionality of the heating circuit, quality of heating water).
- The boiler/equipment was put into operation by the person/company authorised by the manufacturer of the equipment.
- The person that put the boiler/equipment into operation sent the correct documentation with operating parameters of the boiler (check sheet) to the manufacturer's address immediately after the boiler/equipment was put into operation.
- The fuel used is fully in conformity with parameters of the fuel for which the product has been certified.
- Maintenance and Servicing are carried out regularly and responsibly, in conformity with the instructions manual and regular records about this are kept.
- The boiler/equipment was put into operation by the person/company authorised by the manufacturer of the equipment and after 1st Year of Boiler/Equipment Operation, manufacturer or person/company authorized by the manufacturer performed Full-Scale Yearly Service Visit!
- Copies of such records are sent to the manufacturer every three months.
- Upon request, the operator shall enable controls of the boiler/equipment by manufacturer's workers, refusal of such control may be deemed as the reason to void the Warranty or termination of Warranty Conditions.
- The person that ordered the boiler/equipment with the manufacturer upon its contractual and commercial conditions and to which the boiler/equipment and accessories were delivered may only Claim any defect.





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The warranty becomes void if any of the following occurs:

- The warranty period has terminated.
- Unprofessional installation or installation carried out by any unauthorised person.
- Unprofessional use, operation, manipulation or neglected maintenance.
- Damaged protective seals or labels, if provided on some parts of the equipment.
- Non-observance of instructions specified by the manufacturer or supplier of the equipment.
- Connection to incorrect power supply voltage system or to a system with unstable parameters.
- Use of parts and components that were not delivered or approved by the manufacturer.
- The warranty becomes void in case of goods that were damaged by natural effects (force majeure).

Claiming an incomplete or damaged partial delivery:

- A Claim concerning to quantity and quality of the delivered goods is carried out as a visual check during acceptance of the goods by the buyer and in writing.
- In case the delivery is obviously damaged at the moment of delivery by the forwarding company or the delivery does not correspond with the data given on the delivery note, the buyer does not accept the goods from the forwarder unless a record on damage to the goods or incomplete delivery including other necessary documentation is made. The buyer shall also make a record on such non-conformity in the CMR document. The record and documentation shall be signed by the buyer and driver. Claim of such damaged goods shall be enforced with the forwarded by the subject that ordered the transport.
- Claims concerning to quantity and quality of the delivered goods shall be delivered within 3 (three) working days from the date of delivery and signature of the acceptance protocol.
- Claims concerning to the following findings on different quantity or quality of the delivered goods may not be accepted by the seller without giving any reason.
- The Claim shall be made for each individual partial delivery.
- The Claim shall be sent by registered mail or by e-mail together with documents that support such fact. When sending a Claim by e-mail, it is necessary to confirm its delivery by the seller. Without such confirmation by the seller the Claim can be considered as non-delivered. Therefore the seller shall confirm delivery of the Claim immediately after it was received by electronic mail.
- The date on the postal stamp from the buyer's country is considered as the date of sending the Claim. The date of confirmation of receipt of electronic mail by the seller is considered as the date of delivery in case of sending the Claim by electronic mail.
- The seller shall deliver missing goods or replace low-quality goods for quality ones within 15 calendar days after receiving the Claim, if such Claim was considered as entitled.





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The way to apply for a Claim:

The buyer shall complete its Claim in writing as follows:

- Type and Serial Number of the Smart Boiler or Smart Equipment/Goods.
- Date of Installation and putting into operation.
- Name of the company that installed the equipment.
- The type of the fault and detailed description of its effects, possibly enclose some photos.
- Description of the issue that caused the fault, if it is obvious or known.
- Copy of a Record on Servicing and Checks of the equipment.

Settlement of a claim:

- The buyer shall send the faulty part at their own expense to the manufacturer's address, unless both parties agree not to send the part.
- The faulty part shall be properly packed and marked, to prevent its further damage during the transport.
- In case the claim is entitled, the manufacturer will send a new part at their own costs.
- In case that it is necessary, the manufacturer or supplier sends, upon a prior agreement, his expert to remedy the fault. The claiming party shall pay full costs connected with the trip if it turns out the fault could not be remedied by the claiming party due to its non-professionalism or that it neglected its liabilities or breached some warranty provisions.
 - In case the claim is not entitled, the buyer has no right of free delivery of a spare part or free repair.
 - The buyer shall pay the costs connected with replacement of a faulty part within the Warranty Period.
 - Repairs or any Servicing after the Warranty Period are always made for payment.

Address for settlement of claims:

Smart Heating Technology s.r.o Dukelská 125 742 42 Šenov u Nového Jičína Czech Republic

service@smartheating.cz or info@smartheating.cz

Vávra Josef Jr. CEO Smart Heating Technology s.r.o.

