

COMPLAINT RULES

Dear Customer, we make efforts to make sure that our boilers bring the top utility value to you. In order to ensure high-quality installation and service of our boilers, we train our sales staff and authorised installation and service companies, which we provide with a certificate on the basis of regular training allowing them to install and service our boilers. The warranty applies only to our boilers which were installed by a supplier or installation company having a valid boiler installation certificate and which were commissioned by a service company with a valid boiler commissioning certificate and boiler service certificate. These measures are essential to ensure that the operation of our equipment is effective and safe and that the investment in our boiler brings you maximum benefit and satisfaction. If, during the operation of our boiler, you identify any defects or malfunctions, follow the provisions hereof when making your complaint to ensure that it is handled as fast as possible. These Complaint Rules are based on applicable legal regulations and specify the terms and conditions of the boiler warranty provided by the manufacturer, BENEKOVterm s.r.o.

General Information

BENEKOVterm s.r.o. authorises authorised supplier and installation companies having a valid boiler installation certificate to install its boilers pursuant to the valid installation company certificate issued by BENEKOVterm s.r.o.

BENEKOVterm s.r.o. authorises authorised contractual service companies having a valid boiler service certificate to commission and service its boilers pursuant to the valid the service company certificate issued by BENEKOVterm s.r.o.

BENEKOVterm s.r.o. provides a warranty on its boilers which were installed by a supplier or installation company having a valid installation certificate and which were commissioned by a service company having a valid service certificate.

As regards warranty repairs, BENEKOVterm s.r.o. provides its customers with a warranty lump sum to cover the cost of minor warranty repairs in the form of a discount on the purchase price according to the applicable annex to the commercial contract.

By signing the warranty card, the customer confirms that they took over the boiler free of defects after it was installed and commissioned by an installation and service company, they were familiarised with the basic rules of maintenance and operation of the boiler and with the warranty terms and conditions, and that they received the Operating Instructions.

A wholesale dealer shall mean a dealer who sells a boiler to another dealer without selling it directly to the customer.

A reseller shall mean a dealer who usually sells boilers to customers.

An installation company shall mean a company holding a valid installation company certificate issued by the manufacturer, BENEKOVterm s.r.o., in relation to the installation of the boiler concerned.

A service company shall mean a company holding a valid service company certificate issued by the manufacturer, BENEKOVterm s.r.o., in relation to the servicing of the boiler concerned.

An installation-service company shall mean a company holding a valid installation company certificate and service company certificate issued by the manufacturer, BENEKOVterm s.r.o., in relation to the installation and servicing of the boiler concerned.

An authorised dealer shall mean a company holding a valid installation company certificate issued by the manufacturer, BENEKOVterm s.r.o., in relation to the installation of the boiler concerned, or a

service company holding a valid service company certificate issued by the manufacturer, BENEKOVterm s.r.o.

Methods of Lodging a Complaint

The customer is required to complain about warranty defects in writing with the authorised dealer where the customer bought the boiler without undue delay after identifying the defect; if the complaint is lodged orally, the customer may ask the dealer to produce a complaint record.

The complaint record/sheet (a form available at www.benekov.com) must contain the customer's contact details, the boiler name, the boiler serial number, the installation company name, the name of the service company that commissioned the boiler, and a description of the defect. The customer shall include their complaint claims in the complaint. The complaint shall be accompanied by the confirmed warranty card and the original receipt confirming that the boiler was bought from the particular dealer, as well as appropriate evidence for assessment of the legitimacy of the complaint.

The person responsible for the handling of complaints shall be the Quality Manager of BENEKOVterm s.r.o., who shall decide on the complaint and on the method of handling it within the statutory periods of time.

If the complaint is unjustified, the installation company, the service company or the manufacturer are entitled to require that the customer should pay the cost related to handling of the unjustified complaint.

A complaint shall be decided immediately, in more complicated cases within three working days, and the complaint shall be settled within 30 days following the day it was lodged by the customer; with the customer's consent this period may be extended as agreed with the customer. The customer is required to enclose the warranty card with the complaint; if the customer does not have any, they shall provide the original receipt confirming purchase of the boiler from the dealer.

Conditions for Accepting Warranty Defects Claimed

- The boiler was purchased from an authorised dealer of BENEKOVterm s.r.o.
- The boiler was installed by a company having a valid installation company certificate for the installation of the boiler concerned at the time of installation.
- The boiler was commissioned by a company having a valid service company certificate for the service and commissioning of the respective boiler at the time of commissioning.
- The boiler was installed in compliance with the applicable legislation of the Czech Republic.
- The installation requirements as specified by the manufacturer and as defined in the document called Technical Data for Installation of Benekov Boilers, as amended as at the date of installation, were complied with during the installation of the boiler.
- The conditions for operation and maintenance of the boiler as described in the Operating Instructions for the given product were complied with.

The Warranty does not Cover the Following Defects (Reasons for not Accepting Warranty Defects)

- Defects caused by incorrect operation of the boiler or improper handling by the customer.
- The boiler was installed by a company that did not have a valid installation company certificate for installing the given boiler at the time of installation.
- The boiler was commissioned by a company that did not have a valid certificate for servicing and commissioning the given boiler at the time of commissioning.
- The boiler was not installed in compliance with the applicable legislation of the Czech Republic.

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- The installation requirements as specified by the manufacturer and as defined in the document called Technical Data for Installation of Benekov Boilers, as amended as at the date of installation, were not complied with during the installation of the boiler.
 - The conditions for operation and maintenance of the boiler as described in the Operating Instructions for the given boiler were not complied with.
 - The defect to the boiler occurred as a result of a natural disaster (e.g. flood) or as a result of other unpredictable natural phenomena.
 - The boiler tarring and other accompanying effects caused by the fact that the rating of the boiler is more than 15% higher than the heat loss of the building it heats.
 - An insufficient output of the boiler and other accompanying effects caused by the fact that the rating of the boiler is lower than the heat loss of the building it heats.
 - The boiler has been interfered with by a different person than the contractual service company having a valid service company certificate issued by the manufacturer.
 - The fuel used does not correspond to the required parameters specified in the Operating Instructions for the given boiler.
 - The complaint is not accompanied by the confirmed warranty card and a receipt confirming the boiler was purchased from the dealer.
 - Cases consisting in a service action, not in a warranty repair of the boiler, such as cleaning of the boiler (at places through which fuel or waste gases pass), adjustment of the boiler, etc.

Warranty Period

The standard (basic) warranty period shall be 24 months.

The warranty period for the customer shall start on the day the customer takes over the boiler. The warranty period shall be discontinued during a period of time for which the customer cannot use the boiler due to defects for which the manufacturer is liable.

The warranty period of 24 months applies to all parts of the boiler except for service (consumer) components.

Service components (automatic-ignition tube, ceramic reflector, glowing element, etc.) are subject to a warranty of 12 months.

Extended warranty on the tightness of the boiler drum for 60 months

The extended warranty on the tightness of the boiler drum for 60 months applies provided that all the following conditions have been met:

- The boiler was installed according to any of the Recommended Installation Diagrams issued by the manufacturer so that the risk of low-temperature corrosion is eliminated by the temperature of the return water from the heating system at the boiler input being at least 50°C.
- To protect the boiler against low-temperature corrosion, hydraulic elements defined by the manufacturer (as listed in the Recommended Installation Diagrams) were used in the heating system.
- The boiler is inspected by an inspection engineer appointed by BENEKOVterm s.r.o. (they are listed at www.benekov.com) upon commissioning of the boiler and then at least once every two years in compliance with Act No. 201/2012 Coll., on air protection, as amended.

Warning:

BENEKOVterm s.r.o. gives the standard and extended warranty exclusively on its own products which were purchased solely from the authorised dealers of BENEKOVterm s.r.o., installed by a company holding a valid installation company certificate, and commissioned by a service company holding a valid service company certificate.

Customer's Warranty Claims Based on Accepted Complaint about Warranty Defects

If a complaint about warranty defects is accepted, the customer may require:

- Removal of the defect free of charge by repairing the boiler, or an appropriate discount on the price of the boiler if the defect cannot be removed;

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- An appropriate discount on the price, or the customer may withdraw from the contract if the defect cannot be removed and the boiler cannot be used properly because of the defect.

The customer is not allowed to change the selected method of complaint unless they arrange otherwise with the authorised dealer.

Minor warranty defects within the warranty lump sum are repaired by the authorised dealer or the authorised reseller who was given the discount on the purchase price as a warranty lump sum upon purchasing the boiler. Among other things, minor warranty defects include: screw feeder replacement, burner replacement, ceramic parts replacement, water temperature sensor replacement, emergency-thermostat sensor replacement, etc.

Validity of the Complaint Rules

These Complaint Rules shall apply from 1 January 2016.

The manufacturer reserves the right to amend these Complaint Rules.

Thank you for trusting us and purchasing the products of BENEKOVterm s.r.o.

Company Director: Leopold Benda