

## **SUPPLIER'S GUARANTEE CONDITIONS**

In addition to a 36-month guarantee period defined by law, CEILHIT provides extended guarantee for selected products in the duration of 5 or 10 years.

Together with purchased item, CEILHIT will provide the following documents to the purchaser:

- Proof of payment
- Installation Manual

Consumers must demand the above-indicated documents from the seller.

### **Defects Of Purchased Items**

CEILHIT is liable for purchased items having pre-agreed properties and properties complying with all documentation that was used or was to be used in order to manufacture purchased items and for purchased items having usual properties, during guarantee period. The seller is liable for defects of purchased items upon takeover of purchased items by the purchaser.

Purchasers must inspect purchased items upon their takeover at the latest. If purchased items are delivered by a public carrier, purchasers have a right to refuse to accept a consignment that fails to comply with the Transport Certificate (consignment is incomplete) or a consignment that is evidently damaged. If purchasers accept an incomplete/damaged consignment from the carrier, purchasers must make an entry into the Handover Report (Transport Certificate) and make a report concerning damage with the carrier. If purchasers find defects upon taking over purchased items, purchasers must notify the seller immediately in a provable manner. If purchasers fail to inspect goods, they may only assert rights resulting from defects of purchased items that would have been discovered if the goods had been inspected in case purchasers prove that the goods had had such defects at the moment of devolution of the risk of damage to the goods.

A defect of purchased items was provably reported if notified by a registered letter sent to seller's address or if a damage report was made at seller's seat or in any of seller's shops; in view of this, the seller must secure that a person charged to settle guarantee claims for defects is present in seller's shops during business hours.

In the report, letter or entry, purchasers must describe exactly how defects of purchased items are manifested. Unless defects are reported directly in personal discussion between the seller and purchaser and a report is made, the moment when defect is reported will be understood as the moment when a registered letter, containing defect report, is delivered to seller's seat.

## **Guarantee Period**

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Purchased items not included under the following Chapter "Extended Guarantee Period" are covered by a standard 36-month guarantee period.

## **Extended Guarantee Period**

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CEILHIT provides extended guarantee of the following duration:

- 10 years for heating cables and mats of overall power input up to 200 W/m<sup>2</sup> that are a part of recommended system solution of floor heating of buildings or outdoor applications storage buildings under strong communication and that were installed properly in accordance with installation instructions. At the same time, the guarantee is only provided if measurements prescribed in the Guarantee Certificate are carried out and the Guarantee Certificate is filled in and confirmed by a person competent and qualified to do so. A copy of the receipt (certificate) proving professional competence of a qualified person as on the installation date must be kept and submitted when guarantee is asserted, together with documents and receipts stated under chapter "Documents Submitted to Prove a Guarantee Claim". Drawings of the distribution of heating elements, required in the Guarantee Certificate, may be replaced by photographic documentation made during and after installation before being covered by other constructional components or covering.
- 10 years for heating foils ECOFILM F, C of overall power input up to 200 W/m<sup>2</sup> that are a part of recommended system solution of floor or ceiling heating of buildings and that were installed properly in accordance with installation instructions. At the same time, the guarantee is only provided if measurements prescribed in the Guarantee Certificate are carried out and the Guarantee Certificate is filled in and confirmed by a person competent and qualified to do so. A copy of the receipt (certificate) proving professional competence of a qualified person as on the installation date must be kept and submitted when guarantee is asserted, together with documents and receipts stated under chapter "Documents Submitted to Prove a Guarantee Claim". Drawings of the distribution of heating elements, required in the Guarantee Certificate, may be replaced by photographic documentation made during and after installation before being covered by other constructional components or covering.
- 5 years for low-temperature radiant panels U and K+ used to heat residential buildings and installed duly in accordance with installation instructions.

## **Commencement Of Guarantee Period**

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Guarantee period (standard and extended guarantee period) commences:

- For Underfloor elements on the installation date confirmed in the Guarantee Certificate of products; however, in all cases no later than 6 months from the date of sale
- For other products – when goods are received by the consumer.

## **Documents Submitted To Assert A Guarantee Claim Product**

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Documents required to assert a guarantee claim:

- Underfloor heating elements : Proof of payment; guarantee certificate filled-in and confirmed
- Other products : Proof of payment

## **Asserting Guarantee Claims Within Guarantee Period**

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Consumers have to report defects of purchased items occurred during the guarantee period to CEILHIT without unnecessary delay after being discovered. Defects are reported by a registered letter sent to CEILHIT's seat or personally at CEILHIT's seat or to any of CEILHIT representing company. Unless defects are reported directly in personal discussion between a person charged by CEILHIT to handle guarantee claims and the consumer and a report is made, the moment when defect is reported will be understood as the moment when a registered letter, containing defect report, is delivered to CEILHIT's seat. The letter or report must contain consumer's exact description of the product and defect and how the defect is manifested. Furthermore, consumers must indicate their contact information, including e-mail, so that they may be contacted by CEILHIT with respect to the guarantee claim. Unless defects are reported in accordance with the above indicated conditions, consumers do not have a right to be granted entitlement based on CEILHIT's liability for damage.

## **Guarantee Claim Procedure**

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Except for underfloor heating elements products inbuilt in the constructional structure, consumers secure professional dismounting and delivery of defective purchased items to CEILHIT's seat or any of CEILHIT's representing company.

Consumers have to enable a person charged by CEILHIT to enter the assembly site and carry out actions necessary to find the defect and analyze causes of the defect. CEILHIT will check whether all guarantee conditions are complied with and it will check and confirm that problems reported for products covered by guarantee really exist and appeared during ordinary and normal use and were not caused by an accident, incorrect use, neglect, change or incorrect installation, operation, maintenance or testing by unqualified electrician or as a result of any other cause beyond CEILHIT's liability. If the guarantee claim is justified and if it was asserted within a standard 36-month guarantee period, CEILHIT has to settle the guarantee claim within 30 days after the guarantee claim is accepted. If the guarantee claim is justified and if it was asserted within extended guarantee period, CEILHIT has to settle the guarantee claim within 30 days after its authorized person checks at the assembly site whether assembly and operating conditions for extended guarantee period were complied with.

**If guarantee claims are justified, the following issues must be settled within 30 days:**

If the defect may be removed, consumers have a right for its removal - duly, in due time and free of charge. In case the thing has not been used, consumers may demand, instead of defect removal, replacement of the product, or, if the defect only concerns a part of the product, removal of the defective part. Instead of defect removal, CEILHIT may always replace defective product by a perfect one. As regards Underfloor heating products for which extended guarantee period is provided according to clause "Extended Guarantee Period", CEILHIT repairs the product free of charge or replaces the product. Repair or replacement of a defective product is conditioned by 1m<sup>2</sup> of covering being available to CEILHIT; the covering must be provided by the consumer. CEILHIT reserves a right to stipulate a method and technical solution suitable for removing technical defects of the heating system. After defect is removed, floor/roof structure will be returned to its original condition upon CEILHIT's expenses. If impossible, the structure will be set to an equivalent state corresponding to its original standard version.

If the defect may not be removed and if it prevents the consumer from using the product duly and free of defects, the consumer has a right to have the product replaced or to withdraw from the contract. Consumers have the same rights in case of removable defects if the purchaser may not use the product duly due to repeated appearance of the defect after repair or due to multiple defects. Purchasers assert their withdrawal from the contract with the seller.

In case of another defect that may not be removed but that does not prevent the consumer from using the product, consumers are entitled for a reasonable discount from the price of the product. Purchasers claim discount from the price of the thing from the seller.

In case of product replacement, a new guarantee period will start running for the product on the date when new product is accepted by the consumer. If a guarantee claim is asserted, purchased item must not be handled in any way during the guarantee claim procedure without consent granted by CEILHIT.

### **Loss Of Guarantee**

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If CEILHIT rejects a guarantee claim or denotes a guarantee claim as unjustified during the guarantee claim procedure, CEILHIT has to give reasons why the guarantee claim was rejected/not recognized. Principal reasons to reject/fail to recognize guarantee claims:

- Failure to submit documents or receipts specified under chapter "Documents Submitted to Prove a Guarantee Claim".
- Failure to comply with conditions specified under chapter "Extended Guarantee Period".
- Installation or use of purchased items contrary to delivered Installation Manual or Instructions for Use
- Utilization of incorrect or unsuitable materials in direct relation to purchased items

- Evident willful damage, consequences of natural disasters or other harmful events (lightning, fire, damage by water, fluctuation of electric voltage, etc.)
- Non-professional assembly, non-allowed adjustment or change of product parameters, repairs by persons not competent to make such repairs.

CEILHIT will not be liable, in any case, to any third party for loss of profit, loss of business opportunity, loss of good reputation or increased costs or any indirect special, criminal or subsequent damage, irrespective of their occurrence.