

## WARRANTY CONDITIONS

### general

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<b>A</b>	<b>Name of project (construction):</b>	---
	Location of fire safety equipment, street/locality:	---
	Reference number:	---
	Date of handover and takeover:	

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### **B** General

The Seller delivers the Goods in the quantity, quality and design required by the Contract. Should the Contract not stipulate the quality or design of the Goods, the Seller must deliver the Goods in the quality and design which are suitable for the purpose specified in the Contract, or, should this purpose not be mentioned in the Contract, for the purpose for which such Goods are normally used.

The Seller is responsible for a defect which exists at the time when the risk of damage to the Goods is transferred to the Buyer, even if the defect becomes apparent only after that time.

By providing the Warranty for the quality of the Goods, the Seller commits that the Goods delivered will, for a certain time, be suitable for the contracted or normal purpose of use, or that the Goods will retain the contracted or normal properties.

Unless otherwise stipulated in the Contract, the Warranty period starts from the date of the takeover of the Goods by the Buyer, but not later than on the 15th day after the date, on which the Goods have been prepared for takeover under the Contract.

Should the Buyer fail to inspect the Goods or to have the Goods inspected at the time of the transfer of the risk of damage to the Goods, the Buyer will be able to claim defects observable during such inspection only if the Buyer proves that the Goods already possessed such defects at the time of the transfer of risk of damage to the Goods. The Buyer is obliged to claim any defects in writing on the prescribed claim sheet, including a statement on what remedies from the said defects are required. The claim sheet can be mailed to [servis@somati-system.cz](mailto:servis@somati-system.cz), or sent by registered mail. Electronic submission is preferred.

The Seller's liability for defects covered by the Warranty on quality will not be applicable if these defects were caused, after the transfer of risk of damage to the Goods, by the external events and not by the Seller or the persons with whose help the Seller fulfills his obligations.

### **Delivery**

Installation and maintenance of equipment may only be performed by a service technician of Somati system s.r.o. or by the Contractual partner.

From the takeover of the subject of the Contract by the Buyer, and provided that the product is properly used and maintained professionally, based on the guidelines set out in the technical manual for the product, the Seller provides to the Client, as standard, the following warranties:

on stability and functional properties of structures:	24 months
on electronics systems:	12 months
on batteries and accumulators of backup sources:	6 months
on wear parts, whichever comes first:	
(by cycle is meant opening and closing of the fire shutter):	24 months or 50000 cycles
on wear sealings, whichever comes first:	
(by cycle is meant opening and closing of the fire shutter):	24 months or 10000 cycles

### **Repair**

Repairs on the equipment may only be performed by a service technician of Somati system s.r.o. or the Contractual partner.

From the takeover of the subject of the Contract by the Buyer, and provided that the product is properly used and maintained professionally, based on the guidelines set out in the technical manual for the product, the Seller provides to the Client, as standard, the following warranties:

on supplied components and spare parts:	6 months
on work performed:	6 months or 20000 cycles
on wear parts, whichever comes first:	6 months or 5000 cycles
on wear sealings, whichever comes first:	6 months or 5000 cycles

The costs associated with the service technician's work are to be paid by the Buyer, unless a legitimate claim on the product or work becomes apparent.

## WARRANTY CONDITIONS

### general

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#### Exposure and external influences

Fire shutters are devices intended for installation in indoor environments.

When installing the shutters between an internal and an external environment, it is necessary to protect the shutters against the effects of external climatic events, especially against accumulated snow and driving rain.

Equipment by Somati system s.r.o. is designed for areas, where the following external influences are accepted:

ambient temperature	-5°C to +40°C
relative air humidity	0,75
air and gas overpressure	50 Pa
occurrence of water	occasionally
wind	300 Pa or see the Class according to DoP
corrosive environment	low
dustiness	light
fire shutter cycles	50 000 cycles
smoke shutter cycles	10 000 cycles

#### Warranty disclaimer

The Warranty for the installed equipment does not apply to defects caused by:

- unprofessional installation and commissioning
- unauthorized or unprofessional interference with the equipment or its installation
- normal wear and tear
- failure to comply with the instructions for operation and maintenance according to the technical manuals
- neglect of care and maintenance
- failure to comply with regular inspections
- using parts of foreign origin without the permission of the manufacturer
- damage from negligence or intentional damage
- dirtying or removing the serial number of the device
- external influences, for which the device is not intended
- mechanical damage
- disturbances in the electrical system
- the elements

The Warranty does not cover any defects battery cells.

The Warranty does not cover damage caused during transport or during installation.

For lamellar shutters (lamellar RGS-NI, RGS22 and RGS-60) the Warranty does not apply to the finishing. When winding and unwinding, the plates can move over each other and scratch the surface. Such scratches are typical natural phenomenon with rolling shutters and, cannot be ruled out.

The warranty does not apply to the shade of surface treatment because different color perceptions which may be caused by the different nature of the material base. For example thickness and color of the sheet, different standard thickness of the applied layers of paint, technology of the paint application, refraction of the light on the monitored surface etc.

#### Final provisions

Any other, unspecified above, rights and obligations of the Parties under the Warranty is governed by the applicable legislation.

The list of products is given on a separate sheet in the Annex to the Declaration of Performance.

Signed for and on behalf of the manufacturer by  
Place and date:

Ing. Jiří Ruč  
Troubsko, 22.12.2020