

# Chiller Oy warranty terms and conditions pertaining to contracting services and service deliveries

The warranty granted by Chiller Oy for the products manufactured and delivered by it covers repair of the product that is defective in material or workmanship pursuant to these terms and conditions. This warranty only applies if the terms and conditions of this warranty are complied with, along with instructions related to the installation location, testing during commissioning, use and maintenance provided in the product's installation, maintenance and operating manuals. The product's installation, maintenance and operating manuals are delivered with the product and they are also available from the manufacturer. When the installation, commissioning and/or maintenance is carried out by Chiller Oy or a third party authorised by it, Chiller Oy is responsible for compliance with the requirements of the work and spare parts in line with the terms and conditions of the warranty.

## 1 The warranty's entry into force and the warranty term

- 1.1 Chiller Oy grants its products a warranty that lasts for either 30 months from the delivery <sup>(1)</sup> or 24 months from the commissioning <sup>(2)</sup>.
- 1.2 The warranty term is determined on the basis of the condition that is met first.
- 1.3 The warranty term is deemed to begin on the date of the commissioning document <sup>(2)</sup> or from the date when the product is delivered to the client in accordance with the delivery terms <sup>(1)</sup>. The maximum duration of the warranty is 30 months, pursuant to section 1.1. The warranty expires at the end of the warranty period.
- 1.4 Spare parts are covered by a warranty for 12 months from the delivery of the part (EXW)

## 2 Warranty coverage

- 2.1 The warranty granted by Chiller Oy covers repair of the product that is defective in material or workmanship and re-installation costs when:
  - a. The product is installed, tested during commissioning and serviced in accordance with the product's installation, maintenance and operating manuals, and the product's installation location and environment meet the requirements set for them.
  - b. The product is used appropriately in accordance with its installation, maintenance and operating manuals in line with the manufacturer's instructions.
  - c. Repair work pursuant to the warranty is performed by Chiller Oy or a third party authorised by Chiller Oy. Repair work performed by a party other than Chiller Oy or a party authorised by Chiller Oy is not reimbursed unless the work has specifically been agreed on with Chiller Oy.
- 2.2 The warranty only covers the costs arising from the re-installation of the product if the product was originally installed by Chiller Oy or a third party authorised by Chiller Oy.

2.3 The warranty granted by Chiller Oy does not cover a defect or wear and tear if it is caused by:

- a. An installation location or method that does not comply with the installation, maintenance and operating instructions
- b. Damage arising during the product's storage period, if the storage location is other than Chiller Oy's premises
- c. Use that is in violation with the operating instructions
- d. Incorrect or defective installation or maintenance, if the installation or maintenance work is carried out by a party other than Chiller Oy or a third party authorised by Chiller Oy
- e. A change made to the properties or settings of the product, if the change was made without written permission from Chiller Oy
- f. Damage caused by gross negligence or wilful misconduct
- g. Damage caused by work or components of a party other than Chiller Oy or a third party authorised by Chiller Oy
- h. A power surge that was not caused by the product

- 2.4 Chiller Oy reserves the right to replace the defective product with a new one.
- 2.5 The warranty repairs can be performed on the premises of Chiller Oy or the client, as deemed best by Chiller Oy. The client is responsible for ensuring access to the device. If the installation was carried out by a party other than Chiller Oy or a third party authorised by Chiller Oy, the client must arrange lifting equipment and other equipment required for the work.
- 2.6 If the defect was caused by one of the reasons specified in section 2.3, Chiller Oy reserves the right to invoice the client for the costs arising from inspections, work and materials.

### **3 General responsibilities and liabilities related to the warranty**

- 3.1 Chiller Oy is responsible for the product meeting the requirements set forth in laws or other regulations that are in force at the time of the delivery
- 3.2 Ensuring the suitability of the device for the application is the responsibility of the client. A device that functions appropriately but is not suitable for the application for reasons not due to Chiller Oy cannot be returned and the warranty does not cover such a situation.
- 3.3 The warranty does not cover any indirect damage caused to the client or a third party. The client is responsible for acquiring appropriate insurance cover for any indirect damage causing a defect in the device, such as fluid or coolant leaks.
- 3.4 The warranty only covers the costs specified in section 2.1. The warranty does not cover any other repair costs (3.3) or the product's scheduled maintenance.
- 3.5 In all circumstances, Chiller Oy's maximum liability and responsibilities for reimbursement do not exceed the price of the product delivered, exclusive of VAT.
- 3.6 In no circumstances does the approval of the warranty result in liability for damages or compensation.

- 3.7 The warranty only applies if the ownership of the product has been transferred to the client (Chiller Oy's general sales and delivery terms and conditions)
- 3.8 The client must deliver defective and broken parts to Chiller Oy, if requested to do so. The parts must not be disposed of without written permission from Chiller Oy.

### **4 General**

- 4.1 Chiller Oy: service hours are from 8 am to 4 pm on weekdays. Work pursuant to the warranty is performed during these service hours, unless otherwise agreed on in writing.
- 4.2 All spare parts delivered on the basis of the warranty are delivered as standard road freight, unless otherwise agreed on in writing.

#### **In the warranty claim, at least the following information must be provided:**

- The product type and serial number (the location of the serial number can be found in the product's installation, maintenance and operating instructions)
- The client's name/company and the company's business ID
- The client's contact information (telephone number, email)
- Invoicing information (the payer's name/company and invoicing address)
- Application and the address of the product location
- Description of the defect

The form for maintenance requests is available on Chiller Oy's website at <https://www.chiller.eu/services/maintenance-request/>