



## GUARANTEE GUIDELINES

Dear Customer,

We would like to thank you for your purchase of our product, electric Infrared Heating Panel.

- **Introduction**

- The Buyer's rights resulting from defective performance (hereinafter referred to as a "**Complaint**") must be exercised in compliance with these Guarantee Guidelines.
- The Seller is responsible to the Buyer for that the thing is not defective on taking over. The Seller is especially responsible to the Buyer for that the following applies at the time when the Buyer takes over the thing:
  - The thing has such properties that have been agreed on by the parties; if such property is not agreed on, the thing has such properties that have been described by the Seller or by the manufacturer or that the Buyer has expected due to the nature of the goods and on the basis of the Seller's and/or manufacturer's advertisement;  
  
the thing is suitable for the purpose stated by the Seller for its use or for which a thing of such kind is usually used;
  - the thing is in the appropriate quantity, extent or weight; and
  - the thing meets the requirements of the legal regulations.
- The Buyer is obligated to check the goods to be taken over, their completeness and the integrity of their packaging when taking over the goods from the Seller in person..
- The Buyer is obligated to check properly the condition of the goods to be taken over, their completeness and the integrity of their packaging according to the delivery note when taking over the goods from the carrier.

- **Guarantee period**

- The guarantee period for the electric BASIC Infrared Heating Panels, panels without control, is 5 years.
- The guarantee period for the electric WIST NG Infrared Heating Panels, panels including electronic control, is 5 years for the panel, except for the electronic components in the product the guarantee of which is 24 months (thermostat).
- The guarantee period for the accessories (external thermostats) is 2 years.
- In case that the product's Guarantee Certificate gives a different guarantee such different guarantee applies.

- **Beginning of the guarantee period.**
- The guarantee period for the products begins on the installation day confirmed on the product's Guarantee Certificate, on the day of receipt of the product from transport service or on the day when the goods are taken over by the consumer in person, whatever occurs later.
- The proof of payment and the Guarantee Certificate from First Heating Systems s.r.o, with the serial number of the product, must be submitted on lodging a complaint.
- The Buyer must complain about goods without undue delay after the Buyer found out a defect in the goods. The Seller is not liable for any enlargement of the extent of damage if the Buyer uses the goods even though the Buyer knows about the defect.
- The Buyer has no right to lodge a complaint about a defect already complained about in the past if a reasonable discount on the purchase price of the goods concerned has been given.
- The Seller is not liable for defects in goods in the following cases:
  - the defect is in the goods at the time of takeover and a discount on the purchase price is agreed for such defect;
  - the defect is caused by the Buyer and has been caused due to incorrect use, storage, incorrect maintenance, the Buyer's intervention, or mechanical damage to the goods;
  - the defect in the goods has been caused due to wear caused by usual use or this results from the nature of the thing;
  - if the goods are second-hand goods and the defect corresponds with the rate of use or wear of the goods at the time when the goods were taken over by the Buyer;
  - mechanical damage to the goods;
  - the defect has been caused by unprofessional installation, treatment, operation or neglected care for the goods;
  - an unqualified intervention has been performed or parameters have been changed;
  - the goods have been used in such conditions the temperature, dustiness, humidity and chemical and mechanical influences of which do not comply with the environment for which the goods are intended by the Seller or the manufacturer;
  - damage due to force majeure;
  - damage is caused by unprofessional service; or
  - the safety seal on the product has been broken.
- **Complaints Procedures.**

In case that the Buyer wishes to lodge a complaint, the form must be sent to the e-mail : [info@firstheatingsystems.com](mailto:info@firstheatingsystems.com). Then the product complained about must be sent along with the original form to the address:

FIRST Heating Systems s.r.o., Hodoňovice 28, 739 01 Baška, Česká Republika.

- **Complaint settlement time.**
- The Seller is obligated to take the decision on a complaint immediately or within 10 working days if the case is more complicated. This period does not include the time required for the professional assessment of the defect. The Seller is obligated to give the Buyer a written confirmation stating the date and place of lodging the complaint, the characteristics of the defect complained about, the required method of settling the complaint, and the way in which the Buyer will be informed about the settlement of the complaint. A complaint, including the removal of the defect, must be settled without undue delay, not later than 30 days from the day when the complaint was lodged, unless the Seller and the Buyer agree on a longer time period. The neglect of such time period is regarded as a material breach of the agreement. The method of settling the complaint and the duration of this must be confirmed in writing by the Seller to

the Buyer. The Buyer is not entitled to change the chosen method of settling the complaint without the Seller's consent except for such situation where the method of settling chosen by the Buyer cannot be executed at all or in time.

- In case that a complaint is acknowledged as justified, the Seller shall reimburse the Buyer for all costs connected with lodging the complaint. In the other cases these costs are paid by the Buyer. The guarantee does not apply to damage caused during transport.
- **Guarantee on service work**
- The Seller gives a 6-month guarantee period for service work and repairs carried out after the lapse of the guarantee period.
- In relation to the fulfilment of the duty according to Section 14 of Act No. 634/1992 Coll., the Seller informs the Buyer about the possibility of employing the Czech Trade Inspection ([www.coi.cz](http://www.coi.cz)) for potential out-of-court settlement of consumer disputes; the Czech Trade Inspection is a notified body for out-of-court settlement of consumer disputes kept on the European Commission's list.

These Guarantee Guidelines become effective on the creation date of First Heating Systems on 11.12.2017.

FIRST Heating Systems s.r.o.

Invoice address: Sokolovská 668/136d, 186 00 Praha 8, Czech Republic

Production Hall, Shop, Office: FIRST Heating Systems s.r.o., Hodoňovice 28, 739 01 Baška, Czech Republic

Reg. No.: 06668062, tax ID no.: CZ06668062 / [info@firstheatingsystems.cz](mailto:info@firstheatingsystems.cz)

[www.firstheatingsystems.cz](http://www.firstheatingsystems.cz)

Tel.: +420 775 462 636