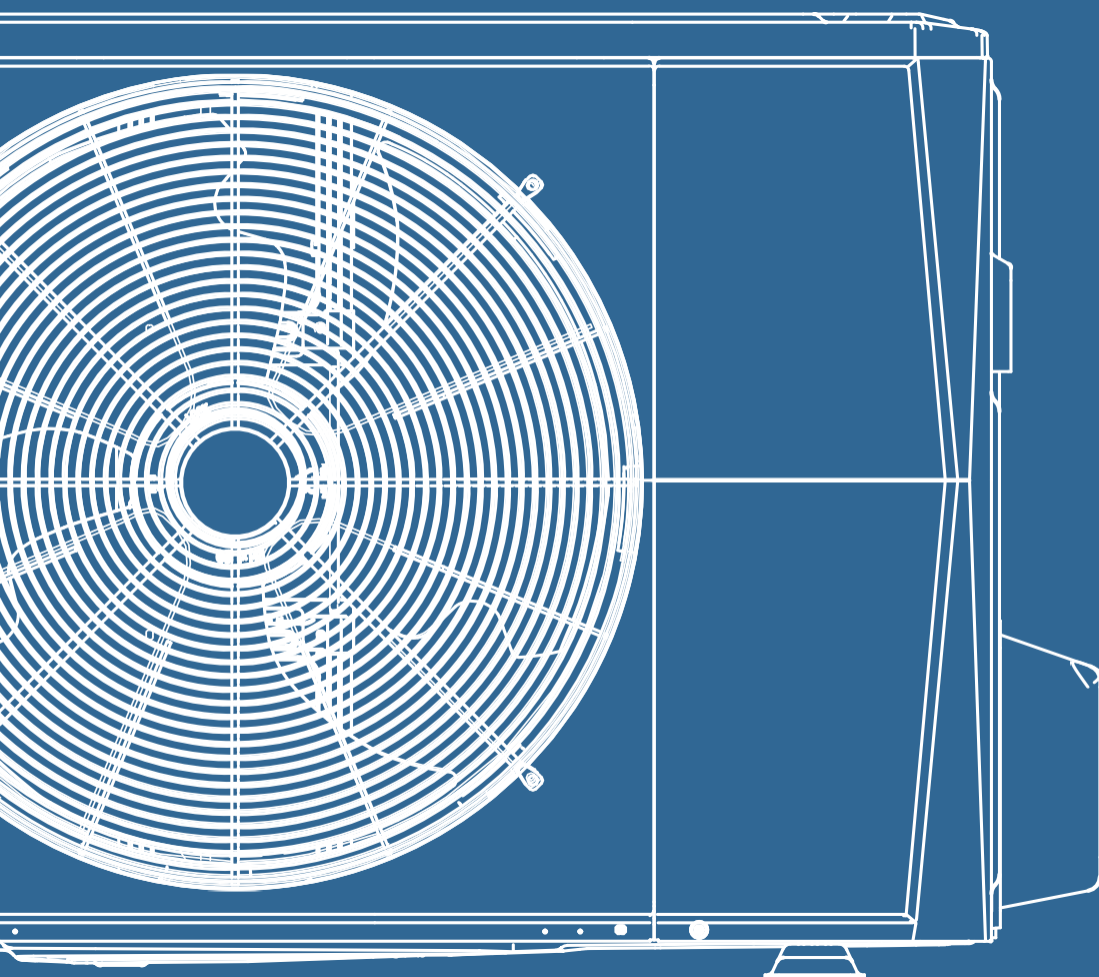




KAISAI

WARRANTY CARD

KAISAI BRAND HEAT PUMPS



KAISAI

Kaisai brand offers modern and reliable appliances for your comfort

and meeting the expectations of the specifics of the market. Kaisai heat pumps are distinguished by their high quality workmanship and durability of use, meeting all EU requirements for energy efficiency.

We are confident that the product we offer will fully meet your expectations.



WARRANTY TERMS AND CONDITIONS

This quality warranty applies to complete equipment, i.e. Kaisai air-to-water heat pumps (does not apply to air-to-air heat pumps), hereinafter referred to as the "Equipment", purchased by the end purchaser ("User") from Klima-Therm Sp. z o.o. with its registered office in Warsaw, Poland, or from an Authorized Klima-Therm Distributor and first installed on the territory of the Republic of Poland.

The warranty is valid only in the territory of the Republic of Poland. Klima-Therm Sp. z o.o., with its registered office in Warsaw, Ostrobramska 101A Street; 04-041 Warsaw, Poland, hereby grants a quality warranty for the Device under the conditions indicated below ("Guarantor"). Klima-Therm guarantees the efficient operation of the Equipment, provided that the Equipment is used in accordance with its intended use and the conditions described in the Warranty Card and in the operating instructions, including the condition that all operations on the Equipment are performed by authorized entities indicated herein.

Whenever this Charter refers to the quality warranty of the Device, it shall also be understood as the quality warranty provided for the remote service monitoring module ("ZNS/KSM Module"), provided that the requirements indicated in Section 1. 3 of this Warranty Charter are met, and with the proviso that the ZNS/KSM Module is subject to warranty during the period in which the Device whose operation it monitors is covered. The provisions relating to the Device, including in terms of the terms of complaints, time limits, etc., shall apply accordingly to the ZNS/KSM Module.

The detailed scope and conditions of the warranty are specified in further provisions of the Warranty Card.

1. WARRANTY PERIOD

- 1.1. The quality warranty covers only the Appliances whose type and number are indicated in the Warranty Card. For the removal of doubt, the Quality Guarantee does not cover refrigerant installation (performed on site), condensate, electrical supply, plumbing or accessories attached to the Appliance, i.e., among others, the three-way valve, temperature sensors, mixing groups, pump groups and others. ("Additional Accessories").
- 1.2. The warranty of quality for the Device is granted for a period of 36 months from the date of commissioning of the Device, in any case no longer than 42 months from the date of purchase of the Device by the User. The warranty of the Guarantor for the period referred to in the preceding sentence and the duration of the warranty during this period is conditional on the cumulative fulfillment of the requirements indicated in this Warranty Card, including the performance of paid periodic technical inspections by the Service Partner in accordance with the Card.
- 1.3. The User shall be entitled to obtain the Quality Guarantee for a period longer than specified in Section 1.2 above, i.e. for a period of 60 months from the date of commissioning of the Device, but in any case not longer than 66 months from the date of purchase of the Device by the User ("Extended Warranty"). The warranty shall be granted by the Guarantor for the term of the Extended Warranty and shall last for the indicated period of time provided that the following requirements are met jointly:
 - a/ purchase, installation and commissioning of the ZNS/KSM Module by the User, however, in order to obtain the Extended Warranty, the commissioning of the Module must be done no later than at the time of commissioning the Device, by registering the Device and activating the customer (User) account on the dedicated website (both activities must be performed in accordance with the instruction manual included with the ZNS/KSM Module),
 - b/ to provide the Guarantor and the PS with continuous remote access, via the Internet, starting from the moment of commissioning the ZNS/KSM Module through the entire warranty period of the Device (including the Extended Warranty period) - in particular, by refraining from actions consisting in de-activation of the client's (User's) account while continuously maintaining the Internet connection providing access to the Module; and

- c/ compliance with the requirements indicated in this Warranty Card, including performance of paid technical inspections by the Service Partner in accordance with the Card.
- 1.4. The warranty covers defects of the Device, which appeared and were reported in accordance with the procedure described in item 2.7. of the Warranty Card for a period of 36 months from the date of commissioning, but in any case not longer than 42 months from the date of purchase of the Device. 2.7. of the Warranty Card for a period of 36 months from the date of commissioning, but in any case not longer than 42 months from the date of purchase of the Device by the User (respectively, for a period of 60 months from the date of commissioning, but in any case not longer than 66 months from the date of purchase of the Device by the User if the Device is covered by the Extended Warranty). The costs of defect verification, replacement of parts and travel to the location of the Device shall be borne by the Guarantor.

2. WARRANTY COVERAGE

- 2.1. The Warranty shall cover free of charge repair of technically defective Equipment or parts of such Equipment, in case such defect results directly from a defect inherent in a part of the Equipment or the Equipment itself, i.e. results from defective parts of the Equipment, manufacturing defects, material defects or workmanship defects. Repair shall also be understood as delivery of the Equipment (or its parts) free of defects, in a situation in which the Guarantor considers such manner of processing the claim to be the most appropriate.
- 2.2. Only the Guarantor or entities having the status of Service Partner (PS) are authorized to perform start-up, warranty repairs and technical inspections of the Device. PS status, together with a valid PS Certificate issued by Klima-Therm Sp. z o.o., authorizes entities to perform activities covered by this document for the first start-up, warranty repairs and technical inspections of the device. The list of entities with PS status is available at www.Kaisai.com. The User is obliged to verify in advance (i.e. before ordering any service related to the Device) whether the entity to which he/she intends to outsource the service has the current PS status, together with a valid PS Certificate.
- 2.3. Repair shall be understood as the performance of activities of a specialized nature appropriate to the removal of the defect covered by the warranty, regardless of the number of parts replaced in a single repair.

- 2.4. This warranty will be respected only on the condition that the User of the Device cumulatively submits the following:
- legibly and correctly completed (without deletions, corrections) Warranty Card containing the following information:
 - a listing of the Equipment covered by the warranty with an indication of the serial numbers of each Equipment,
 - data and seal of the Service Partner,
 - the date of the first commissioning of the Device with the Kaisai Heat Pump Commissioning Protocol,
 - certification of the date of paid inspections performed by PS for the duration of the warranty (including the Extended Warranty - in case the Equipment is covered by the Extended Warranty), according to the rules specified in Section 3. of this Warranty Card,
 - proof of purchase of the Device (e.g. invoice, bill).
- 2.5. The Guarantor may refuse to provide the User with free warranty repair in the event of:
- breach of seals,
 - violation of the conditions under this Warranty Card,
 - failure to provide seamless and secure access to the Device.
- 2.6. Defects disclosed and reported during the warranty period (including the Extended Warranty - if the Device is covered by the Extended Warranty) will be repaired immediately, but no longer than within 14 working days from the date of receipt of proper notification of their occurrence, with the reservation that the repair period may be extended by the time of waiting for spare parts from the suppliers of the Guarantor. Notification of the defect should be made in accordance with the procedure described in Section 2.7 below. The method of repairing defects during the warranty period (including the Extended Warranty - if the Device is covered by the Extended Warranty) shall be determined by the Guarantor in each case.
- 2.7. The User is obliged to notify the Service Partner (PS) or the Guarantor immediately, no later than within 3 business days, of the occurrence of a defect by sending a completed notification form available at www.klima-therm.com or www.kaisai.com. A correct notification must in each case include:
- details of the applicant (telephone, name of contact person), b/ model and serial number of the Device,
 - date of purchase and commissioning of the Equipment with submission of a copy of the Kaisai Heat Pump Commissioning Protocol,
 - description of the defect in the Device,
 - presentation of documents confirming timely completion of technical inspections in accordance with the terms of this Warranty Card (a copy of the completed Warranty Card),
 - address of the location of the Equipment.
- 2.8. The decision of the Guarantor regarding the legitimacy of the claim, in particular regarding the cause or fault of the defect is binding on the User. The User has the right to submit within 14 days reasonable objections, confirmed by a subject matter expert.
- 2.9. If the User prevents the Guarantor or PS from performing the warranty repair of the Device for more than 8 weeks from the date of notification to the User about the readiness to perform the repair, especially if the User does not provide information on convenient time when the warranty repair could take place, the Guarantor reserves the right to refuse to perform the repair and cancel the application for reasons attributable to the User. In such case, the User is not entitled to re-apply for the same defect (loses warranty entitlement for this defect). Refusal to perform repairs for the reasons described in this section shall not give rise to any claims by the User against the Manufacturer.
- Guarantor or PS.
- 2.10. The User shall provide adequate and safe access to the Device at any stage of warranty repair. All costs related to the access to the Device shall be borne by the User. The Guarantor shall have the right to refuse warranty repair in case the User fails to provide adequate and safe access to the Device. In such case, the User shall not be entitled to report the same defect again (and shall lose warranty rights with respect to the defect). Refusal to perform warranty repair, for the reasons referred to in the preceding sentence, shall not entitle the User to pursue claims against the Guarantor or PS.
- 2.11. Removal of defects not covered by the warranty is carried out under the terms of full payment for repair. In addition, in case of unfounded call to the Guarantor or PS for warranty repair, the costs will be charged to the User.
- 2.12. All products and parts that have been replaced (disassembled) during the warranty repair of the Device become the property of the Guarantor. The Guarantor or PS shall collect these parts from the User, making a note of this in the work protocol.

3. WARRANTY TECHNICAL INSPECTIONS

- 3.1. The Warranty for the Device (including the Extended Warranty - if the Device is covered by the Extended Warranty) shall be valid provided that the User performs periodic paid technical inspections of the Device, performed only by PS or the Guarantor. The technical inspections of the Device must be carried out throughout the Warranty period (including the Extended Warranty - if the Device is covered by the Extended Warranty) on the following dates: a/ first technical inspection within 12 months from the date of the first start-up of the Device, b/ second and subsequent technical inspections within 12 months from the date of the last technical inspection.
- 3.2. The technical inspections mentioned above are paid in full, and their costs are paid by the User.
- 3.3. It is the responsibility of the User to comply with the inspection deadlines.
- 3.4. All technical inspections should be recorded by the Guarantor or PS in the Warranty Card.
- 3.5. If the User fails to perform at least one periodic warranty inspection, according to the rules set forth in this section, the warranty (including the Extended Warranty - if the Device is covered by the Extended Warranty) shall cease to be in force with immediate effect.

4. EXCLUSION OF GUARANTOR'S LIABILITY

- 4.1. The quality guarantee does not cover:
- operating activities belonging to the User and resulting from the instructions for use of the Device, which are understood to include, among others: adjustment, operation check, correction of operating errors or programming of settings,
 - lack of proper operation or damage to the Device, if this is a consequence of improper installation, not in accordance with the operating instructions and installation instructions,
 - lack of proper operation or damage to the Device caused by improper use of the Device, negligence of the User, or use and application of the Device against operating instructions or safety regulations, as well as use of improper consumables (e.g. filters),

d/ lack of proper operation or damage to the Equipment caused by repairs, alterations and structural changes made by the Customer or by an unauthorized entity, which means in particular an entity that does not have the status of a Service Partner,
 e/ installation of the refrigerant, if it was performed by an entity that does not have the status of a Service Partner, as well as damage to the Device that resulted from improper installation of the refrigerant,
 f/ condensate drainage system and damage to the Equipment caused by its improper execution,
 g/ the installation of electrical power supply and damage to the Equipment caused by its improper execution (in particular, exceeding the permissible parameters of voltage and frequency of the electrical network) or failure,
 h/ mechanical thermal damage to the Device, if it is caused by the User's action or omission, consisting of:
 l/ improper use, not in accordance with the recommendations of the instruction manual,
 ll/ inadequate power supply installation and/or interference with its operation,
 llI/ transportation and/or storage, as long as these activities were performed by the User himself,
 i/ lack of proper operation or damage to the Equipment resulting from: fire, flood, lightning, other natural disasters, fortuitous events not related to the operation of the Equipment, corrosion resulting from installation in a place exposed to particularly adverse weather conditions, improper supply voltage, war, riots and other external factors,
 j/ damages and other consequences caused by incorrect selection of the Equipment,
 k/ the User's claims on the technical parameters of the Device, as long as they are in accordance with the information provided by the manufacturer.

4.2. The Guarantor shall not be liable to the User for loss, damage or destruction of the Device resulting from other reasons than defects inherent in the Device. The Guarantor shall be liable for physical defects in the amount of the value of the defective parts. The Guarantor shall not be liable for any further damage caused by the defect, in particular: lost goods, turnover, profit, contractual penalties incurred by the User, losses caused by downtime of the Device while waiting for repair.

Warranty and property damage (direct and indirect) caused by Equipment downtime.

- 4.3. It is a condition of the warranty that all repairs and technical inspections are performed only by the Guarantor or PS.
- 4.4. In the event of deactivation of the Customer's (User's) account referred to in Section 1.3 of this Warranty Card, or in the event of any other circumstance preventing the Guarantor or PS from continuous remote access to the ZNS/KSM Module, the Extended Warranty shall cease to be effective immediately.
- 4.5. The terms of the warranty do not apply to entities other than the User as defined herein. In particular, the terms of the warranty shall not apply to intermediaries, assembly companies or purchasers of used Equipment who reassemble the Equipment, including at a different location (second assembly). The aforementioned entities are in no way entitled under this Guarantee and such entities shall have no claims under this Guarantee against the Guarantor.

5. FINAL PROVISIONS

- 5.1. Warranty claims are processed according to the warranty terms and conditions in effect at the time of sale of the Device.
- 5.2. The Guarantor and the PS shall not be liable for the timeliness of the guarantee services if their activities are disrupted by unforeseeable, super-ordinary, external and force majeure circumstances beyond the control of the Guarantor or the PS, which shall be understood as, among others. Force majeure shall mean, inter alia, such events as floods, earthquakes, wars, epidemics, terrorist attacks, decisions of state or local authorities affecting the activities of the Guarantor or the FVC, in particular those limiting civil liberties or the free flow of goods and services, as well as local phenomena such as fire, road disaster, etc. In connection with the occurrence of force majeure, the term of warranty obligations shall be extended by the duration of the force majeure.
- 5.3. This warranty does not exclude, limit or suspend the User's rights against the seller under the warranty provisions for defects of the sold item.
- 5.4. If the Warranty Card is lost, the Guarantor will not issue a duplicate.
- 5.5. The current warranty terms and conditions apply to Devices purchased after 01/07/2022.

	MODEL	SERIAL NUMBER
ODU-UNIT EXTERNAL		
IDU-UNIT INTERNAL		
ZNS/KSM MODULE		

INSTALLATION SITE ADDRESS		
address	code	city

Kaisai.com



TECHNICAL / SERVICE INSPECTIONS

(Maintenance date)	(Seal and signature of the service)	(Notes, recommendations)
(Maintenance date)	(Seal and signature of the service)	(Notes, recommendations)
(Maintenance date)	(Seal and signature of the service)	w(Comments, recommendations)
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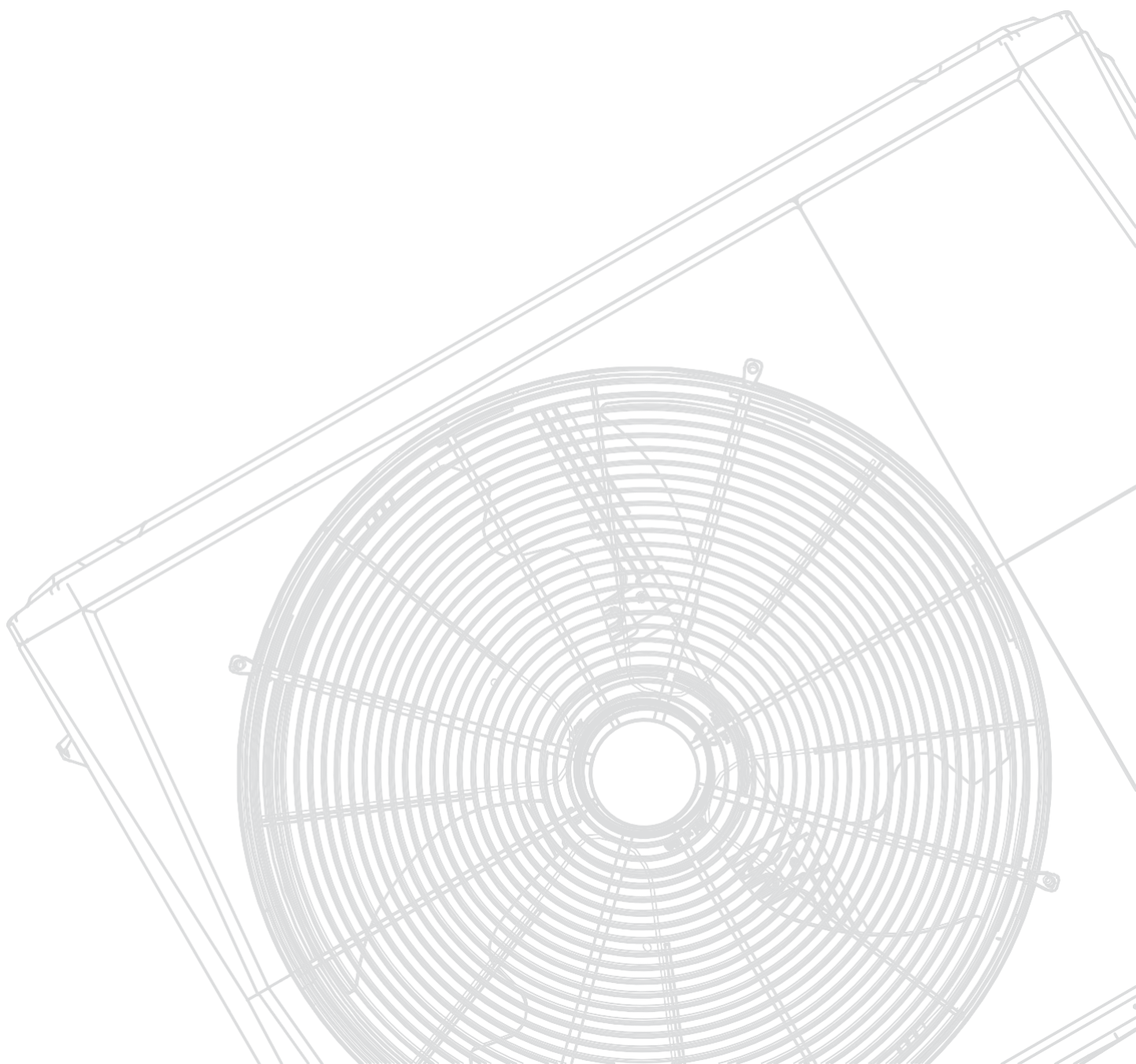
The current warranty terms and conditions apply to Equipment purchased after 01.07.2022

PERSONAL DATA PROTECTION

Information clause for customers

Pursuant to Article 13 of the General Data Protection Regulation of April 27, 2016. (Official Journal of the EU L 119 of 04.05.2016) hereinafter referred to as RODO, I inform you that:

1. The administrator of your personal data is KLIMA-THERM Sp. z o.o., Ostrobramska 101A Street, 04-041 Warsaw.
2. Your personal data will be processed for the purpose of performing the contract on the basis of Art.6(1)(b) RODO - performance of the contract and Art.6(1)(F) RODO - legitimate interest of the administrator or a third party.
3. Legitimate interests as a basis for processing personal data in the performance of a contract are the investigation and defense of claims and the prevention of fraud.
4. Recipients of your personal data will be only entities authorized to obtain personal data only by law, contractors of the administrator and processors.
5. Your personal data will be kept for 10 years after the termination of the carriage under the concluded contract for analytics and business planning purposes.
6. You have the right to request from the controller access to your personal data, rectification, erasure or restriction of processing and the right to data portability, the right to object to processing.
7. You have the right to file a complaint with the supervisory authority, i.e. the Office for Personal Data Protection.
8. Provision of personal data is voluntary, however, refusal to provide data may result in refusal to enter into a contract.



**WE
CARE
ABOUT
AIR**

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