Warranty Terms for Distributors

MYCOND equipment

1. General provisions and scope

1.1. These Warranty Terms (the “Terms”) set out the period, scope, procedure and conditions of the warranty for MYCOND-branded equipment that the Supplier ships to Authorised Distributors.

1.2. The warranty under these Terms is a business-to-business (B2B) warranty. The Supplier gives it only to the Authorised Distributor. It is not a warranty to end users, installers, dealers or any other third party, and no third party acquires any rights under these Terms.

1.3. Warranty obligations towards its own customers (dealers, installers, end users) are borne by the Distributor or the other person that sold the Equipment, under its own terms of sale and the law of the country of sale. Terms that the Distributor gives to its customers do not extend the Supplier’s obligations. Nothing in these Terms affects the statutory rights of consumers against the person who sold the Equipment to them.

1.4. These Terms form an integral part of every Distribution Agreement that refers to them. Where the Distribution Agreement expressly provides otherwise, the Distribution Agreement prevails.

1.5. The current version of the Terms is published at mycond.eu. The Supplier may amend the Terms by sending the new version to the Distributor’s e-mail address stated in the Distribution Agreement at least 30 (thirty) days before it takes effect. The new version applies to Equipment shipped after its effective date, and Sections 8–10 (submitting and reviewing Claims, supplying Spare Parts) apply to all Claims submitted after that date. If the Distributor does not accept the new version, it may terminate the Distribution Agreement by written notice given before the effective date, and the previous version then continues to apply to Equipment shipped to it.

1.6. These Terms do not limit any rights of the Distributor that cannot be limited or excluded by contract under mandatory provisions of applicable law.

2. Definitions

- **Brand Owner** — the owner of the rights in the MYCOND trademark.
- **Supplier** — the legal entity licensed by the Brand Owner to sell the Equipment and to enter into distribution agreements for it in the relevant territory, and which has concluded a Distribution Agreement with the Distributor.
- **Authorised Distributor (Distributor)** — a business that has a valid Distribution Agreement with the Supplier.
- **Distribution Agreement** — a distribution agreement (including an exclusive one) or other written supply agreement between the Supplier and the Distributor, together with its appendices, specifications, invoices and order confirmations.
- **Equipment** — new MYCOND-branded equipment, components, controls and accessories purchased by the Distributor directly from the Supplier.
- **Spare Part** — a component, assembly or module that the Supplier provides in place of a defective one. A Spare Part may be new or refurbished to factory condition, and may have a different article number with equivalent function.
- **Defect** — non-conformity of the Equipment with the manufacturer’s technical specification caused by a manufacturing or material fault, arising where the Technical Documentation has been followed.

- **Warranty Case** — a Defect that the Supplier, after reviewing the Claim, has accepted as subject to remedy under these Terms.
- **Warranty Claim (Claim)** — the Distributor's notice of a Defect, submitted under Section 8 with a complete set of documents.
- **Portal** — the online warranty claim form at mycond.eu/service or another electronic channel designated by the Supplier.
- **Technical Documentation** — installation, operation and maintenance manuals, technical data sheets, diagrams, service bulletins and other requirements of the manufacturer or the Supplier, as amended from time to time.
- **Qualified Professional** — a person who holds the qualifications, permits and certificates required by the law of the country of installation for the relevant work: electrical, refrigeration (including F-gas certification in the EU and the United Kingdom), flammable refrigerants (R32, R290), gas, etc.
- **Shipment Date** — the date on which the Equipment is handed over to the Distributor or the carrier, as shown in the dispatch or transport document (delivery note, CMR) or, if there is none, in the invoice.

3. Eligibility

3.1. The warranty is available only to a Distributor that:

- had a valid Distribution Agreement with the Supplier on the Shipment Date of the Equipment;
- purchased the Equipment directly from the Supplier, as shown by the shipping document or by the Supplier's records for the serial number.

3.2. Warranty obligations for a unit of Equipment are borne only by the Supplier that shipped it. The Brand Owner, the manufacturer and other MYCOND licensees are not parties to the warranty relationship under these Terms unless they have expressly agreed otherwise in writing.

3.3. The warranty covers only Equipment that the Distributor purchased directly from the Supplier. Claims concerning Equipment purchased from any other person are handled by the person that sold it. This Clause only allocates warranty responsibility and does not restrict the Distributor's freedom to purchase or resell Equipment.

3.4. While the Distributor has overdue payments to the Supplier, the Supplier may suspend the review of Claims and the supply of Spare Parts. Claims submitted during the suspension are preserved and are reviewed once the overdue amounts have been paid.

3.5. After the Distribution Agreement expires or is terminated, these Terms continue to apply to Equipment shipped while it was in force, until the end of its Warranty Period, subject to Clause 3.4 and unless the Distribution Agreement provides otherwise.

4. Warranty period

4.1. The Warranty Period is 24 (twenty-four) months from the Shipment Date of the Equipment to the Distributor, unless a different period is set for specific Equipment in the Distribution Agreement, a specification or the Supplier's written confirmation.

4.2. The Warranty Period does not depend on the date the Equipment is sold to the Distributor's customer or on the installation or start-up date. Time in storage at the Distributor's or a third party's warehouse counts towards the Warranty Period, so the Distributor is advised to sell Equipment on a first-in, first-out basis.

4.3. Supplying a Spare Part or replacing Equipment does not extend or restart the Warranty Period. A Spare Part or replacement Equipment is covered until the end of the Warranty Period of the original Equipment.

4.4. Time spent reviewing a Claim, waiting for a Spare Part, or during a suspension under Clause 3.4 does not extend the Warranty Period.

4.5. The Claim must reach the Supplier before the Warranty Period ends. A later Claim is not reviewed, even if the Defect appeared earlier.

4.6. Spare Parts purchased by the Distributor for a fee (outside a Warranty Case) are warranted for 6 (six) months from the Shipment Date on these Terms.

4.7. The Supplier may introduce extended warranty programmes for certain groups of Equipment, for example subject to start-up or maintenance by an authorised service provider. Such programmes apply only under separate written terms of the Supplier.

5. Scope of warranty

5.1. Where the Supplier confirms a Warranty Case, it provides the Distributor, free of charge, with a Spare Part to replace the defective component.

5.2. Where, in the Supplier's opinion, replacing the Spare Part is technically impossible or economically unreasonable, or the Spare Part is not available within a reasonable time, the Supplier provides new Equipment instead of the defective unit. This may be the same model or another model with no worse key characteristics, including a successor model if the model has been discontinued.

5.3. Where neither a Spare Part nor replacement Equipment is available, the Supplier may, at its discretion, issue a credit note for an amount not exceeding the price the Distributor paid for the defective Spare Part or unit of Equipment.

5.4. The Supplier alone chooses how the warranty is performed. The Distributor may not demand replacement Equipment instead of a Spare Part, a refund, a price reduction or termination of the contract for the batch.

5.5. The Supplier does not perform or reimburse:

- diagnostics, removal, installation, repair, commissioning or any other work;
- call-outs, travel costs, accommodation and travel time of personnel;
- refrigerant, oil, heat transfer fluid, glycol and consumables;
- means of access to the Equipment: scaffolding, lifts, cranes, building works;
- delivery of Spare Parts and Equipment, return of defective parts, customs duties, taxes and customs clearance;
- temporary equipment, downtime, property damage (including from water or condensate leakage), loss of profit, and third-party claims and penalties.

5.6. Upon supplying a Spare Part, replacement Equipment or a credit note, the Supplier's warranty obligations under the relevant Claim are deemed fully performed.

6. Exclusions

6.1. The warranty does not cover Defects and damage resulting from:

- installation, connection, commissioning, repair or maintenance in breach of the Technical Documentation or the standards of the country of installation, or by persons who are not Qualified Professionals;
- breach of the rules for transport, storage or handling, including storage on a construction site without protection from dust, moisture or impact;
- incorrect selection of the Equipment for the site (capacity, airflow, application conditions);

- operation outside the permitted limits: temperature, humidity, pressure, air or water flow, frequency of starts;
- power supply deviations: overvoltage, undervoltage, phase imbalance, missing or faulty earthing, lightning, absence of protective devices;
- inadequate quality or parameters of the heat transfer fluid (solid particles, scale, corrosiveness, air in the system), absence of filters and flushing, water hammer, excess operating pressure, and freezing of water in the heat exchanger or hydraulic circuit;
- incorrect execution of the refrigerant circuit: leaks, wrong charge, moisture or contamination in the circuit, insufficient vacuum, non-original or mixed refrigerant, impermissible pipe length or diameter;
- incorrect gas connection, flue or condensate drainage;
- operation in an aggressive or contaminated environment: chlorine and salts (including in swimming pools above permitted values), sea air, chemical vapours, dust, grease, explosive atmospheres;
- missing or late maintenance: clogged filters, heat exchangers, fans, drain lines and trays;
- changes to the design, wiring or software, or use of non-original parts or third-party controls without the Supplier's written consent;
- faults of adjacent systems and equipment not supplied by the Supplier (BMS, boilers, pumps, third-party controllers);
- mechanical damage, vandalism, ingress of foreign objects, liquids, insects or rodents;
- fire, flood, natural disasters, hostilities and other force majeure events;
- continued operation after a fault has been detected — as regards any further damage.

6.2. The warranty also does not cover:

- consumables and wear parts: filters, UV lamps, belts, seals, fuses, batteries, drain hoses, steam cylinders and humidifier elements;
- normal wear and cosmetic defects that do not affect operation (scratches, discolouration, dents);
- noise and vibration within the rated values;
- the operation of mobile apps, cloud services, Wi-Fi or Zigbee connectivity, and compatibility with third-party systems;
- routine work: cleaning, setting, adjustment, refrigerant top-up;
- Equipment whose serial number plate has been removed, damaged or made illegible.

6.3. Transport damage and incomplete delivery are not Warranty Cases. The Distributor inspects the Equipment on receipt and records any damage in the transport document (CMR). It notifies the Supplier of hidden damage in writing within 5 working days of receipt. Where the Distributor arranged the transport, the Distributor bears the risk of damage in transit.

6.4. The Supplier determines, by reviewing the Claim, whether a Defect results from a manufacturing fault or from the circumstances listed in Clauses 6.1–6.2. The burden of proving that a Defect is a manufacturing fault rests with the Distributor.

7. Conditions for keeping the warranty

7.1. The warranty applies only if:

- installation, connection, commissioning, maintenance and repair are carried out by Qualified Professionals in accordance with the Technical Documentation and the standards of the country of installation;
- for Equipment for which the Technical Documentation or the Supplier requires a start-up with a report (including VRF systems, chillers, heat pumps, OXA units, ventilation units, commercial and swimming-

pool dehumidifiers), a start-up report has been completed and signed by the technician;

- maintenance is carried out at the intervals set in the Technical Documentation and recorded in a log or reports (date, work done, technician);
- only original MYCOND spare parts or parts approved by the Supplier are used;
- serial number plates are intact and legible.

7.2. The Distributor shall:

- communicate to its customers the requirements of the Technical Documentation for installation, start-up, operation and maintenance;
- keep records of sales with Equipment serial numbers and customers, and provide them to the Supplier on request, including for service campaigns;
- ensure that its own warranty terms to customers are consistent with these Terms as regards installation, start-up and maintenance requirements;
- when a Defect is detected, advise the customer to stop using the Equipment to avoid further damage.

7.3. If any condition of Clause 7.1 has not been met, or its fulfilment has not been documented, the Supplier may refuse warranty for the Equipment concerned, unless the Distributor shows that the failure did not cause or contribute to the Defect.

8. Submitting a warranty claim

8.1. Every Claim must be submitted by the Distributor through the online form at mycond.eu/service (the Portal). The form must be completed in full, with correct data and the documents listed in Clauses 8.5–8.6. Only where this is technically impossible — the form does not work, or the support service has not replied to the e-mail address stated in the Claim within 3 working days of its submission — shall the Distributor send the fully completed claim file, in the Supplier's form, to service@mycond.eu. Requests made by phone, messengers or social media, and requests from persons other than the Distributor, are not Claims.

8.2. A Claim must be submitted within 14 (fourteen) calendar days of the day the Defect was detected, and no later than the end of the Warranty Period. The day of detection is the day the customer first contacted the Distributor or its service partner or, if the Distributor detected the Defect itself, the day of that detection.

8.3. One Claim is submitted per unit of Equipment (one serial number).

8.4. Before submitting a Claim, the Distributor carries out diagnostics at its own cost, identifies the defective component and concludes whether the case is covered by the warranty. The Supplier does not perform on-site diagnostics.

8.5. The Claim contains:

- **Distributor:** company name, country, Distribution Agreement number, Claim date, internal reference number, contact person, phone, e-mail;
- **Equipment:** type, model, serial number, invoice or delivery document number and date, installation and start-up date, installation site, operating hours;
- **Defect:** date detected, error code, description of the Defect and the conditions in which it occurred, diagnostic results;
- **Spare Part:** code (article number), name, quantity;
- **the Distributor's conclusion** as to whether the case is covered by the warranty;

- **delivery method:** courier at the Distributor's expense (address, recipient) or collection from the Supplier's warehouse (person, date, vehicle registration number);
- **the Distributor's confirmation** that the data are correct and that the Equipment has been installed and maintained in accordance with the Technical Documentation.

8.6. The following are attached to the Claim:

- photos or video of the Defect (showing the error code on the display, if any);
- a photo of the serial number plate;
- a service report (defect report) with diagnostic results, signed by the technician;
- a start-up report — for Equipment for which it is mandatory;
- maintenance records;
- other data at the Supplier's request (photos of the installation and connections, measurements, operating parameters, error logs).

8.7. A Claim without a complete set of data and documents is not reviewed. The review period starts on the day the complete set is received. If the Distributor does not provide the requested data within 30 calendar days, the Claim is closed without acceptance.

8.8. The Distributor is responsible for the accuracy of the data provided. Inaccurate data are grounds for refusal and, if a Spare Part has already been supplied, for invoicing it and its delivery.

8.9. The Distributor transfers customers' personal data only to the extent necessary to review the Claim and ensures a lawful basis for such transfer (including under the GDPR and the UK GDPR).

9. Claim review and decision

9.1. On receipt, each Claim is given a registration number, to be quoted in all further correspondence.

9.2. The Supplier normally reviews a complete Claim within 10 working days. The period may be extended if a manufacturer's opinion, an expert examination or the return of the defective part is needed. Review periods are indicative.

9.3. During the review, the Supplier may:

- request additional data, photos, video, measurements, operating parameters and error logs;
- carry out remote diagnostics with the Distributor's service technician;
- require the defective part or Equipment to be sent to the Supplier's warehouse or to the manufacturer for examination;
- inspect the Equipment on site together with the Distributor's representative;
- involve the manufacturer and independent experts.

9.4. Following the review, the Supplier accepts the Warranty Case in full or in part, or rejects it. The decision is sent to the Distributor's e-mail address stated in the Claim. On acceptance, the Supplier determines how the warranty is performed under Section 5.

9.5. Acceptance of a Warranty Case does not mean acceptance of any other claims, costs or losses of the Distributor or third parties.

9.6. If a Claim proves unjustified, the Distributor reimburses the Supplier for the costs of checking it, examination and transport.

9.7. The Supplier may, at its discretion, supply a Spare Part before the final decision, or free of charge as a goodwill gesture. This is not an acceptance of a Warranty Case and creates no future obligations. If, after the check, the case is found not to be covered, the Supplier may invoice the Spare Part and its delivery at the Distributor's prices.

9.8. The Distributor may submit reasoned objections to the decision within 14 calendar days of receiving it, with new evidence. After the second review, any dispute is resolved as set out in the Distribution Agreement.

10. Supply of spare parts and replacement equipment

10.1. A Spare Part or replacement Equipment is made available at the Supplier's warehouse. The Distributor chooses collection or courier delivery at its own expense. Shipment is possible only after the delivery or collection details are received.

10.2. Spare Parts in stock are normally prepared for shipment within 5 working days of the decision. Parts not in stock are ordered from the manufacturer, with an estimated lead time of up to 80 calendar days. Lead times are indicative; delays do not entitle the Distributor to compensation, a contractual penalty or termination.

10.3. If the Distributor does not collect the Spare Part or replacement Equipment within 60 calendar days of being notified that it is ready, the Supplier's obligations under the Claim are deemed performed.

10.4. The Distributor keeps replaced parts or Equipment for at least 3 (three) months after the replacement is provided, labelled with the Claim number. At the Supplier's request, the Distributor sends them within 14 calendar days to the address given by the Supplier. Storage and return costs are borne by the Distributor unless the Supplier decides otherwise.

10.5. If a requested defective part is not returned on time, the Supplier may invoice the Spare Part or Equipment supplied and its delivery at the Distributor's prices, and the Distributor shall pay the invoice.

10.6. When replacing Equipment, the Supplier may require the defective Equipment to be returned complete beforehand, or disposed of according to its instructions with photographic proof.

10.7. Ownership of replaced parts or Equipment passes to the Supplier when the replacement is provided.

10.8. Spare Parts supplied under warranty are used only to remedy the Defect under the relevant Claim and are not for resale.

11. Requests from end users and installers

11.1. The Supplier does not accept or review warranty requests from end users, installers, dealers or other third parties, including requests submitted through the Portal. The Supplier refers such persons to the Distributor or other seller from whom the Equipment was purchased.

11.2. The Supplier may inform the Distributor of such a request and pass on the requester's contact details to the extent permitted by data protection law. This creates no obligations of the Supplier towards the requester.

11.3. Technical advice given to a third party is for information only and is not an acceptance of a Warranty Case.

11.4. The Distributor shall provide its customers with the contact details of its own service for warranty requests and shall not refer them to the Supplier.

11.5. The Supplier provides the Distributor with reasonable technical support: advice, service documentation, error code tables and, where possible, training for the Distributor's service technicians.

12. Limitation of liability and final provisions

12.1. These Terms exhaustively define the Supplier's obligations regarding the quality of the Equipment and the Distributor's remedies. To the maximum extent permitted by applicable law, all other

warranties, conditions, terms and liability for defects, whether express or implied by statute, common law, custom or otherwise, are excluded (including statutory liability for defects and, in the United Kingdom, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979), as are remedies under the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) to the extent inconsistent with these Terms.

12.2. The Supplier is not liable for indirect or consequential losses: loss of profit, loss of revenue, downtime, property damage (including from water or condensate), or third-party claims, fines and penalties.

12.3. The Supplier's aggregate liability under any one Claim shall not exceed the price paid by the Distributor for the relevant Spare Part or unit of Equipment.

12.4. The exclusions and limitations of liability in these Terms (including Sections 5 and 12) do not apply where liability cannot be excluded or limited under mandatory law, including liability for intent or fraud, for death or personal injury, product liability towards injured persons, and recourse rights of the Distributor under mandatory law where it has been held liable to a consumer.

12.5. Submitting a Claim does not entitle the Distributor to withhold or reduce payments for deliveries, or to set off counterclaims, without the Supplier's written consent.

12.6. Governing law and dispute resolution are as set out in the Distribution Agreement.

12.7. These Terms take effect on the date of their publication at mycond.eu.