

Warranty Policy

- Unless otherwise stated in the contract, order confirmation or price offer, TTS Martin s.r.o., company registration number: 36394327, with its registered office at 038 42 Rakovo 92, registered with the Business Register of Žilina District Court, section: Ltd., insert no.: 12453 /L (hereinafter also referred to as "**Manufacturer**" or "**Seller**") provides the Buyer with a **warranty** against material defects or manufacturing defects in relation to the **Electric generating set** (hereinafter referred to as "GenSet") in accordance with the applicable general business terms and conditions in the length of:
 - o **24 months or until GenSet device has worked for 500 engine hours** (whichever occurs first) **from the day of the GenSet 's protocol commissioning** if the GenSet is put into operation by the Manufacturer or a person designated by the Manufacturer;
 - o **27 months or until the GenSet device has worked for 500 engine hours** (whichever occurs first) **from the day of the protocol handover of the GenSet to the Buyer** if there is no protocol commissioning of the GenSet by the Manufacturer or a person designated by the Manufacturer;
 - o **27 months or until the GenSet device has worked for 500 engine hours** (whichever occurs first) **from the date of dispatch of the GenSet from the Manufacturer**, if there is no protocol commissioning of the GenSet by the Manufacturer or a person designated by the Manufacturer, nor protocol handover of the GenSet to the Buyer.

- Unless otherwise stated in the contract, order confirmation or price offer, the Manufacturer provides the Buyer with a **warranty** against material defects or manufacturing defects in relation to the **Cogeneration Unit** (hereinafter referred to as "**CHP unit**") in accordance with the applicable general business terms and conditions in the length of:
 - o **12 months** (regardless of the number of engine hours) **from the day of the protocol commissioning of the CHP unit** if there is a protocol commissioning of the CHP unit by the Manufacturer or a person designated by the Manufacturer;
 - o **18 months** (regardless of the number of engine hours) **from the day of the protocol handover of the CHP unit to the Buyer** if there is no protocol commissioning of the GenSet by the Manufacturer or a person designated by the Manufacturer;
 - o **18 months** (regardless of the number of engine hours) **from the date of shipment of the CHP unit from the Manufacturer**, if there is no protocol commissioning of the CHP unit by the Manufacturer or a person designated by the Manufacturer, or protocol handover of the CHP unit to the Buyer.

- The condition for the recognition of a claim in relation to the GenSet is a regular inspection of the GenSet by persons trained by the Manufacturer (hereinafter referred to as "operation") every 7 days according to the operations described in the "operating rules" and the performance of a major technical inspection at least once a year, including the operations described in the document "contents of the regular annual inspection of GenSet", while the Manufacturer recommends performing a regular GenSet check every 6 months. All actions (weekly inspections, regular service inspections, including a major technical inspection as well as repairs) must be recorded in the GenSet operating book and must be provided to the Seller as a basis for acknowledging the claim.

- The condition for recognition of a claim in relation to the CHP unit is regular inspection and service of CHP unit, according to the operating and maintenance manual and service matrix of the engine and generator. All operations (taking oil samples, regular inspections and service) must be recorded in the CHP unit operating book and must be provided to the Seller as a basis for acknowledging the claim.

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- In the case of service, unless otherwise stated in the service contract, order confirmation or price offer, the Seller provides the Buyer with a **warranty for spare parts** (with the exception of consumables), material defects or manufacturing defects **for a period of 6 months and for service work performed within 12 months** from the date of signing the acceptance protocol, delivery note or service sheet.
- Unless otherwise stated in the contract, order confirmation or price offer, the Manufacturer provides the Buyer with a warranty against material defects or manufacturing defects in relation to the **Electrical Switchboard (hereinafter referred to as "Electrical Switchboard")** in accordance with valid general business terms and conditions in the length of:
 - o **12 months from the date of dispatch of the Electrical Switchboard from the Manufacturer** if there is no protocol commissioning of the Electrical Switchboard by the Manufacturer or a person designated by the Manufacturer, nor protocol handover of the Electrical Switchboard to the Buyer.
- The Buyer is obliged to immediately notify the Manufacturer in writing (complaint) about hidden product defects, as well as product defects for which the Manufacturer is responsible under the warranty.
- Manufacturer or the Seller will respond to the complaint within 30 days of receiving the complaint.
- The Manufacturer is entitled to request access to the place where the product is located for the purpose of inspecting it and assessing the validity of the complaint. If, at the request of the Manufacturer, the Buyer does not ensure that this location is made available for the purpose of inspecting the product no later than within 7 days of the Manufacturer's request, the deadline for the Manufacturer to respond to complaints is extended by the number of days of the Buyer's delay in making available the location where the product is located.
- If the complaint is justified, the Seller, at the time specified for the decision on the validity of the complaint, will also determine the deadline and method of removing the defect, the provision on whether the possible removal of the defect will be carried out by the Manufacturer or a person designated by the Manufacturer.
- During the warranty, the Seller's service centre directly, or a service centre authorised by the Seller, will repair or replace the damaged detail of the product at its own expense, but only if the corresponding complaint is recognised as justified.
- The remaining warranty period of the original parts or parts of the product is transferred to all replaced or repaired parts or parts of the product that are covered by the warranty.
- The warranty period is extended by the time during which the product was under recognised warranty repair and could not be used during the warranty period.
- The Buyer is obliged to use the goods only for the purpose for which they are intended and in accordance with safety and other generally binding regulations.
- During the warranty period, the Buyer is obliged to maintain the goods in a proper and operable condition and to ensure at their own expense warranty inspections by an authorised service centre, according to the Seller's recommendation.
- Any responsibility for other costs, damages, direct or indirect losses of the Buyer resulting from the use of the product, or their partial or complete non-functionality is excluded.

The warranty will not be recognized in cases where:

- The product is not installed correctly, as a result of which it does not meet the technical parameters prescribed by the Manufacturer, which violates the conditions for its proper operation.
- The product was installed by unqualified personnel not trained by the Manufacturer or by a person other than the Manufacturer's recommended personnel.
- The instructions in terms of the "Operation and Maintenance Manual" or "Operating Instructions" or "Operating Procedure" delivered together with the product have not been followed.
- The regular inspection of the GenSet by the operator every 7 days according to the actions described in the "operating rules" was not observed.
- A major technical inspection of the GenSet was not performed at least once a year, including the actions described in the document "contents of the regular annual inspection of the GenSet".
- Any of the actions (weekly inspections, regular service inspections, including a major technical inspection as well as GenSet repairs) were not recorded in the GenSet operating book or were not provided to the Seller together with the complaint.
- The regular inspection and service of the CHP unit, according to the operation and maintenance manual and the engine and generator service matrix, was not observed.
- Any of the actions (taking oil samples, regular inspections and service) were not recorded in the CHP unit operating book or were not provided to the Seller together with the claim.
- Any seal affixed to the product in production will be broken or removed by an entity other than the Manufacturer or a service centre authorised by the Manufacturer in writing.
- . The product was disassembled, repaired or its parts were modified by a person other than the Manufacturer's service centre or a service centre authorized by the Manufacturer in writing.
- Original spare parts were not used during maintenance or repair.
- If an entity other than the Manufacturer's service centre or a service centre authorised by the Manufacturer in writing was entrusted with the performance of prescribed regular maintenance.
- Individual parts of the fuel system were damaged due to the use of an unauthorised type of fuel or poor-quality fuel.
- An electrical system error occurred, caused by the connection of electrical components that exceeded the permitted power load of the product.
- The product was damaged during transport, reloading or unloading.
- Damage will occur due to an unavoidable force majeure event. Cases of force majeure are mainly, but not exclusively, considered to be: fire, flood, natural disaster.