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**Blue Energy adiabatic panel systems “Smart cooling”
WARRANTY TERMS**

On the basis of the warranty terms specified in the warranty card of Blue Energy, safe operation of the devices (BY type) sold by Blue Energy International is guaranteed to the holder (Customer).

1. The scope of warranty

1.1. The warranty period for all the devices is 24 months from the date of sale of the device.

2. The amount of the warranty

2.1. At its discretion, Blue Energy International issues a device or its defective parts and repairs it after receipt of the request of the warranty service.

2.2. If the warranty service is performed at the installation site of the device, in the country, in which Blue Energy International is located, it shall bear transport costs of the authorized service staff and the costs of transporting spare parts up to 200 km from the location of the service in the territory of this country. The list of the authorized service centres of Blue Energy International (hereinafter referred to as – the Service) is available on the website www.blue-energy.us and at the offices of Blue Energy International.

2.3. The warranty period of the additional equipment of the devices not manufactured by Blue Energy, but which Blue Energy supplies together with the devices, is 24 months. The warranty service does not change the warranty periods, the warranty for the interchangeable parts ends with the expiry of the warranty on the device.

2.4. During the warranty period, Blue Energy International is responsible for the defective device.

2.5. These warranty terms are binding on all the devices related party contracts, unless, upon the agreement with Blue Energy, the contract does not specify otherwise.

3. The warranty does not cover

- 3.1. The device parts subject to normal wear during operation (membrane filters, water filters, bio-chemistry, spacers, lamps, bulbs, fuses, oil, etc.).
- 3.2. Damage to the device not caused by Blue Energy International, but for other reasons.
- 3.3. Damage to the device resulting from unsuitable environment, improper transport or improper storage.
- 3.4. Mechanical damage caused by negligent maintenance and operation of the device inadequately to the technical and operational documentation.
- 3.5. The devices installed without authorized service assistance by methods that are in conflict with the installation manual of Blue Energy International or it is done by persons without appropriate professional qualification.
- 3.6. The devices not launched and documented in the warranty card by the authorized service or a person with an appropriate qualification and certificate.
- 3.7. The devices in the design of which changes are made in the working parameters, repair of the parts or their replacement is done without the consent of Blue Energy International.
- 3.8. Defects and damage to the casing and in the constructive elements that do not affect proper functioning of the device.

4. Blue Energy International is not responsible for

- 4.1. Maintenance, inspections, reprogramming of the device.
- 4.2. The damage incurred due to the device's downtime, while waiting for the approval of the warranty.
- 4.3. Any damage other than at the customer's location.

5. Warranty request

- 5.1. The warranty request must be submitted in writing to the bureau or the service centre of Blue Energy International. The warranty request form must present the type of the device, factory number, date of issue, date of installation, customer's telephone number, person in charge of the client's part, a description of the device defect or malfunction, where possible, the device's defective parts should be indicated.

6. Warranty service

6.1. Services arising from this warranty will be carried out within 20 working days after the date of notification. In exceptional cases this period may be extended if the warranty service requires parts or assemblies of the subcontractors and if it is impossible to guarantee the operation of the service due to bad weather conditions.

6.2. The parts removed by the service employees in the device during the warranty repair and replaced with new ones, become the property of Blue Energy International.

6.3. The costs incurred by an unreasonable request for warranty service or in the event of termination of the service, shall be borne by the Customer at the Customer's request, in accordance with the price list of the authorized service.

6.4. Blue Energy International has the right to refuse warranty service, if the Customer is late with payment for the device or for the previous service.

6.5. It is the Customer's obligation to cooperate with the service employees during the warranty repair carried out at the site of the installation of the device:

6.5.1. Provide access to the installed device in the specified time;

6.5.2. Provide the warranty documents supplied with the device (warranty card);

6.5.3. Carry out the necessary guarding of the persons, material values and follow the occupational safety and hygiene rules for the execution of works in the workplace;

6.5.4. Provide the opportunity to start working immediately on the arrival of the service employees and their execution without delay;

6.5.5. Provide initiation of the connection of the central blocks after the assembly of the blocks; provide assistance free of charge to perform services (such as access to the power source or lighting service at the site).

6.6. The Customer is obliged to immediately receive and approve the warranty service in writing (in the minutes – the service card). If there is any doubt about the quality of service warranty or the completion, the Customer has the right to lodge a complaint to Blue Energy International.