

## Riello burner warranty terms and conditions for customers

Burners, devices, accessories.

### General

This warranty is issued by **RUG RIELLO URZĄDZENIA GRZEWCZE” S.A.** with its registered office in Warsaw, address: Konstruktorska 13, 02 -673 Warsaw, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS no.: 0000211105, share capital of PLN 10.042.000,00 paid up in full, NIP no.: 5252208783 ("**Riello**") for the benefit of the entrepreneur or another entity purchasing goods from the Purchaser, as defined in the General Terms and Conditions of Sale ("**Purchaser**") or directly from Riello. "**Burners**" or "**Devices**" shall mean oil, gas or dual-fuel burners, burner accessories and gas paths, spare parts and other equipment or devices supplied by Riello Palniki, as defined in detail in Riello's sales and technical documentation.

The warranty rights shall be subject to:

- proper installation and commissioning of a Burner or a Device by the Purchaser, a Professional, in accordance with the Riello General Terms and Conditions of Sale ("**GTCS**") valid as of the date of issuing the warranty or as of the date of purchasing the burners or Devices. "**Professional**" means a contractor qualified in HVAC works, a trained installer (having a valid authorisation from Riello), holding current and valid certificates in accordance with the laws and standards in force in the jurisdiction governing the installation of the burners;
- proper handling of the Burner or Device and its proper maintenance, provision of service during the warranty period at the Purchaser's own expense and own risk by the Professional, in accordance with the technical manual and/or installation manual or other relevant documents, including operating bulletins, provided by Riello.

Installation and maintenance of Burners or Devices by a person other than a Professional shall void this warranty.

### WARRANTY CONDITIONS

In accordance with this warranty, Riello shall be obliged to deliver spare parts for components defective in terms of material or workmanship at its own expense, in accordance with the warranty service procedure as agreed upon with the customer in the countries of Central and Eastern Europe (including Poland, the Czech Republic, Slovakia, Lithuania, Latvia, Estonia), provided that this warranty is not void. This warranty is limited to the delivery of any parts that Riello, after an inspection, deems defective, without charge (except for labour) or materials, and does not cover the cost of possible travel or access to the assembly site. Execution of the warranty requires Riello to receive a written notification regarding any alleged defects immediately after their detection.

Riello shall guarantee that burners or Devices marked by Riello as standard equipment shall not have any defects in materials or workmanship for the following periods, counted from: the date of issuing the invoice by

Riello to the Purchaser, first commissioning, installation or production date as indicated in the serial number placed on the nameplate of the burner, depending on circumstances:

- Residential & Domestic burners: twelve (12) months from the first commissioning (no more than fifteen (15) months from the date of the invoice issued by Riello to the Purchaser);
- Industrial and medium power burners: twelve (12) months from the first commissioning (not more than fifteen (15) months from the date of the invoice issued by Riello to the Purchaser).

Elements not originating from Riello: in accordance with the manufacturer's warranty conditions.

Excluding the cases of abnormal use of standard boilers, industrial or process use, or the cases of burning abnormal fuels, such as heavy fuel oil (other than light fuel oil), biogas or other non-standard fuels, Riello may extend the warranty to 24 (twenty-four) months from the date of first commissioning, as indicated in the documentation on first commissioning sent to Riello no later than 30 (thirty) days from the date of first commissioning, provided that the warranty shall not exceed a period of 27 (twenty-seven) months from the date of the invoice issued by Riello for the Purchaser. Extending the warranty under the conditions described above shall be subject to the condition that within 30 (thirty) days from the first 12 (twelve) months from the date of commissioning (however not later than 15 months from the date of issuing the invoice for the Purchaser), the Professional shall carry out (payable by the Target Purchaser) a mechanical and servicing inspection of Riello equipment, followed by submitting relevant document to Riello within the aforementioned period of 30 (thirty) days, otherwise the warranty extended from 12 to 24 months shall be void.

If the date of the first commissioning is not known, the date of the invoice issued by Riello to the Purchaser shall apply.

All original elements of the Burners or Devices are subject to repair or replacement within a given warranty period, provided that Riello determines that these elements are defective in terms of materials used or workmanship.

All elements of burners or Devices returned to Riello on the basis of this warranty agreement shall remain the property of Riello.

The provisions of the GTCS shall remain in force, in particular the provisions concerning the exclusion of the Seller's liability under the warranty.

#### **THE WARRANTY DOES NOT COVER:**

- liability of any kind for damages resulting from or occurring in connection with incorrect installation or any damaged resulting from or occurring in connection with the improper use of the Burners or Devices, including incorrect initial commissioning, incorrect or negligent handling of the burners, incorrect setting of control valves or applying incorrect inspection strategy, improper setting of burners, failure to follow the operating and maintenance instructions or any other instructions provided with the burners, incorrect use of the burners or making improper changes and repairs or servicing by a non-Professional, as well as the use of unauthorized, non-original spare parts;

- the quality of the workmanship carried out by the Professional, as well as repairs or replacement of parts required due to the low quality of the works carried out by the Professional or as a result of other circumstances relating directly to the person;
- elements which are a part of the heating system and which have not been supplied by Riello as part of the Burner or Device;
- any labour costs due to inspection, removal or additional installation of the allegedly defective boiler or other parts of the equipment and their transport to and from Riello's registered office or other locations at the discretion of Riello;
- damage to the Burners or the Devices or any original or authorized spare parts or other accessories specified by Riello as standard equipment, caused by excessive heat or pressure, unsuitable fuels, contaminated fuels, unsuitable fuel mixtures, fuel or gas explosions, electrical, chemical or electrochemical reactions, materials used for cleaning fuels, electricity failures, externally contaminated combustion air, air pollution, sulphur or sulphur action or reaction, dust particles, corrosive gases, oxygen corrosion, installing the Burner or the Equipment at an inappropriate location or long-term use of the Burner or the Equipment after a failure or discovery of a defect;
- liability resulting from the selection of any inappropriate Burner or Device and spare parts, wear and tear of spare parts occurring through normal operation of the Burner or Device and parts subject to periodic replacement;
- this warranty covers only the products fully paid for by the Purchaser.

## WARRANTY RESTRICTION AND DAMAGE

Riello's obligations under this Warranty are also subject to the following conditions;

- this Warranty applies to the Burners and Devices belonging to the Purchaser or the End User, which shall be located in their original installation place. This
- Warranty is void if the Burner or Equipment are moved from their original installation place;
- any repaired or replacement parts of the burner shall be covered by the Warranty only for the remainder of the Warranty period relating to the original component;
- replacing or repairing spare parts is subject to this Warranty under the same conditions which apply to parts or repairs which were originally installed, sold, supplied or carried out at the time of the original installation. Negotiations, indirect actions, discussions, disputes or refusals regarding defects or faults shall not result in an extension of this Warranty, nor will they exclude any requirement to report a defect or defect within the period or dates set forth in this Warranty;
- Riello does not provide warranty to any burner components or products that are not supplied and sold directly by Riello to the Purchaser.
- in addition, the obligation of Riello resulting from this Warranty is limited to repair, replacement or refunding the purchase price, at Riello's discretion, of any products or parts of products that are proved to be inconsistent with the assurances expressly specified in this Warranty;
- RIELLO IS NOT RESPONSIBLE FOR ANY INDIRECT, ACCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY THE BOILER OR OTHER DEVICES;
- RIELLO DOES NOT GUARANTEE THE SUITABILITY OF BURNERS FOR ANY PURPOSE IF THE BURNERS HAVE UNDERGONE CHANGES AND TECHNICAL MODIFICATION OR IF THEIR USE HAS NOT BEEN CLEARLY CONFIRMED

[www.riello.com](http://www.riello.com)

RUG Riello Urządzenia Grzewcze S.A. | Adres korespondencyjny: ul. Kociewska 28/30, 87-100 Toruń | [www.rielloburners.pl](http://www.rielloburners.pl)  
Dane rejestrowe | 02-673 Warszawa | ul. Konstruktorska 13 | NIP 525 22 08 783 | REGON 016 420 451  
dla m.st. Warszawy | XII Wydział Gospodarczy Krajowego Rejestru Sądowego | Kapitał akcyjny 10 042 000, 00 PLN

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## ASSIGNMENT

This Warranty is non-transferable and applies only to the Purchaser.

## WARRANTY CLAIMS

In case of any questions about the Warranty, please inform the Professional who installed the burner. The Professional shall notify Riello. Riello reserves the exclusive right to take all decisions regarding the Warranty. No contractor or distributor may provide services in connection with this Warranty without obtaining Riello's prior consent.

Parts which are suspected to be defective shall be returned through commercial channels in accordance with the procedure established by Riello and the Purchaser. Riello shall supply all spare parts to the Purchaser, who in turn shall provide them to the Professional who assembled the burner or other devices working with the burner.

Riello's obligations on the basis of this Warranty apply only to the installation of burners, where Riello has been notified about the detection of a potential defect or fault within 8 days after the occurrence or detection of a potential defect or fault.

## APPLICABLE LAW, JURISDICTION AND SETTLING DISPUTES

All disputes, claims or demands arising out of or made in connection with this Warranty shall be governed by Polish law. Polish court appropriate for the registered office of Riello shall have the jurisdiction over any disputes arising out of or made in connection with the performance, interpretation, validity, effectiveness or termination of this Warranty or arising out of or in connection with any orders issued under this Warranty.

In case of any questions concerning the rights resulting from this Warranty, please contact Riello using the contact details provided below.

### **"RUG RIELLO URZADZENIA GRZEWCZE" S.A.**

Main office for distributing burners:

ul. Północna 15-19, 54-105 Wrocław, Poland.

e-mail [serwis.pl@carrier.com](mailto:serwis.pl@carrier.com)

[www.rielloburners.pl](http://www.rielloburners.pl)

or, alternatively:

[www.riello.com/poland](http://www.riello.com/poland)