

Return Regulations Arkon Flow Systems, s. r. o.

Warranty conditions



Arkon Flow Systems, s. r. o.: *herein after, known as* **The Company**
Purchaser : *herein after, known as* **The Buyer**

1. The document defines the basic warranty rules and conditions of returning goods and services delivered. Furthermore, it defines the rules and condition of repairs of products within and after the warranty period.
2. The Return Regulations are valid in this form for all business transactions, unless specified otherwise in a separate contract. In that case, the terms and conditions of the contract would outweigh the rules and conditions mentioned in this document. Any mutual agreement becomes legally binding only, if it can be shown in written form and is signed by both an authorized person of **The Company** and of **The Buyer**.
3. **The Buyer** has the right to claim warranty only for those goods, that are defective, currently under warranty and were bought from **The Company**.
4. **The Buyer** is obliged to check any goods as soon as possible from the moment of delivery and he is obliged to notify **The Company** immediately about any defects found. If **The Buyer** neglects this obligation, **The Buyer** can only claim warranty for any defects found later, if he is able to prove that the goods already had these defects when the goods were delivered by **The Company**.
5. The warranty applies to material, product-functioning and production defects, and to construction of the goods, done by employees of **The Company**.
6. In case that the relative product is software, the warranty is only applicable to the physical readability of the medium. The moment one removes any protective cover of the package (plastic, seals, etc.), **The Buyer** becomes an authorised user of the software product and he accepts any license conditions of the software manufacturer.
7. In case a freight forwarder or a courier is used for transport, any reclamation of a product damaged during transport, will be taken care of according to the transporter's shipment conditions and the relevant sections of the Civil and Commercial Code.
8. When handing over computer systems or devices to save data for repairs, **The Buyer** is obliged to ensure sufficient backups for important data, and to prevent any potential abuse or damage of stored data. **The Company** is not liable for any loss, damage or abuse of data, that is stored on the device or computer system.
9. The warranty is not applicable to any defects that are the result of incorrect operation, unprofessional or excessive use and installation, which is not in line with the user manual, or as a result of overvoltage. The warranty is neither applicable to devices that have defects due to excessive mechanical wear.
10. The warranty does not extend to any defect as a direct or indirect result of incorrect use, incorrect programming, or the use of inappropriate expendable supplies.
11. Any claim to warranty is also foregone in the following cases:
 - a) loss of the packing note (including warranty)
 - b) breaking of the protection or warranty seals and stickers, if there are any,
 - c) mechanical damage of the goods,
 - d) electric overvoltage (burnt parts of surface connections can be identified),
 - e) transport damage (this damage type has to be dealt with directly with the transporter),
 - f) use of the goods under conditions that do not match its specific specifications; temperature, dirty site, humidity, chemical and mechanical influences,
 - g) unprofessional installation, operation, or neglected maintenance of the products,
 - h) in case of damage by a computer virus,
 - i) In case the defect is purely software related, and **The Buyer** is not able to show proof of legal purchase of the software, or for any other kind of unauthorised use of software or expendable supplies,
 - j) in case the goods were damaged due to excessive pressure or not in line with the conditions outlined in any documentation, manuals or with general principles,
 - k) in case of unqualified persons making changes to the set parameters,
 - l) in case the goods were damaged due to environmental conditions.
12. **The Company** does not stand liable for any defects or non compatibility that **The Buyer** was informed of or must have known of due to the transaction's circumstances, at the time of purchase.

Repair/Return procedure

1. The repair of the goods is done at **The Company**, unless it is mentioned otherwise in any contract.
2. When claiming a product-return, **The Buyer** is obliged to present:
 - a) The complete product(s), including any original accessories (manuals, discs, cables, etc.).
 - b) A document that proves the legitimacy of the return.
 - c) A report with a clear description of the problem/defect.
3. Because of the risk of damage to the goods during transport, **The Company** reserves the right not to accept any products for return that are not packed in the original packing ("original packing" may be read as packing from a similar product too).
4. In case **The Buyer** does not hand over the items as specified under point 3, then **The Company** reserves the right to decline any return/repair.
5. The processing of any return/repair will only be related to the defects mentioned by **The Buyer** in its defect description.
6. In case of a product return, to which warranty applies by law, **The Company** will remove any defects/errors per product-repair, if necessary part replacement or complete product replacement, where the new device will be functionally fully compatible and with the same or better technical parameters. The decision as to which option to choose is only for **The Company** to make.
7. In very rare instances, and in case **The Company's** possibilities allow it, it is possible for **The Buyer** to borrow a working device for the duration of any repairs.
8. In case that it is impossible either to repair or replace the product, the repair/return is taken care of by issuing a credit note.
9. **The Company** invites **The Buyer** to pick up the goods after taking care of the repair/return, or **The Company** sends the goods per usual transport at its costs and **The Buyer's** risks. **The Buyer** will cover the costs of the Repair/Return procedure on the unjustified grounds (i.e. point 11a-l previous section) as well as the goods will be sent back at its own costs and risks.

Warranty period duration

1. The absolute maximum length of the warranty is for a period of 24 months.
2. A warranty period for a particular item starts at the date of issuing of the invoice, and is prolonged with any period of time the product is under warranty repairs.

Repairs after the end of the warranty period.

1. **The Company** provides after-warranty repairs in its service workshop.
2. **The Buyer** is required to present an official order for repair and a clear description of the defect together with the faulty product.
3. **The Buyer** delivers any goods meant for repair personally, or at its own cost and risk, to the correct address of **The Company**.
4. **The Company** will invoice **The Buyer** for any work done and materials used based on a valid service and material price-list.
5. **The Company** will notify **The Buyer** when the repaired product is ready for collection, or it will be sent as per usual transport with all costs and risk to **The Buyer**.

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