

LEGAL GUARANTEE

Lift components and other products (such as escalators, moving walks, parking systems, stair lifts etc) that the Supplier KLEEMANN HELLAS SA manufactures and markets are legally guaranteed as to their good manufacture, quality and operation, for a period of two (2) years from the date of delivery at KLEEMANN's factory.

Specifically for lifts, the following apply:

Hydraulic lifts:

1. Hydraulic lifts unit :
 - Ram: two (2) years,
 - Hydraulic pressure rubber hose: two (2) years
 - Power unit (with the exception of the motor winding): two (2) years. For Motor windings and coils of the valves block a two (2) year guarantee is provided only as long as the lift controller and hydraulic oil used have been supplied by KLEEMANN as well; otherwise no guarantee is provided.
 - Car sling, pulleys, abutments/supports, buffers, safety gears, rope anchors, metal piping and connections and other mechanical components, such as storage compartments, buffer bases, shaft metal bases: two (2) years
 - Hand pump, pressure gauges, pump, silencer, block, oil cooler and other accessories for 2 years.
2. Circuit board and all other electrical and electronic parts (photocells, electronic overload, rescue boards, safety light curtains, floor indicators, buttons, sensors): two (2) years
3. Cabin:
 - Steel sheet and mechanical parts: two (2) years,
 - Parts made of wood, MDF and plastic laminate: two (2) years
 - Floor construction: two (2) years
4. Automatic doors, semiautomatic and bus type doors: Steel sheet, electrical and electronic parts: two (2) years
5. Various parts: Rollers, wire ropes and guide rails: two (2) years
6. Lift safety components (safety gear, rapture valve, A3 kit, buffers): two (2) years
7. Car sling and mechanical parts: two (2) years,

Electric (Traction) lifts:

1. Electric (traction) lifts unit :
 - Machine, motor, traction sheaves (with the exception of the motor and break winding): two (2) years. For the motor and break winding a two (2) year guarantee is provided only as long as the lift controller used has been supplied by KLEEMANN as well; otherwise no guarantee is granted (the same guarantee period is valid for the motor and break winding provided that the lift controller used has been supplied by the supplier as well).
2. The controller and all other electrical and electronic parts (photocells, electronic overload, rescue boards, safety light curtains, floor indicators, buttons, sensors, inverters): two (2) years
3. Car:
 - Steel sheet and mechanical parts: two (2) years,
 - Parts made of wood, MDF and plastic laminate: two (2) years
 - Floor construction: two (2) years
4. Automatic doors, semiautomatic and bus type doors: Steel sheet, electrical and electronic parts: two (2) years
5. Various part: Rollers, wire ropes and guide rails: two (2) years
6. Lift safety components (over speed governor, hydraulic buffers, diversion sheaves, safety gear): two (2) years
7. Car sling, counterweight sling, machine base and mechanical parts: two (2) years.

Supplier does not provide any warranties, express or implied, of fitness for a particular purpose or compatibility with other manufacturers' products/subsystems.

After the expiry of the guarantee periods, as stated above, the Supplier assumes no responsibility and is under no obligation regarding repair or replacement.

During the respective above stated guarantee periods, KLEEMANN reserves the right to further evaluate and decide on its own whether it will repair or supply the ordering party with any necessary replacement parts for defective parts provided that:

- The handling, installation, maintenance and use instructions for the lift products have been applied by the ordering party as stated by the Supplier or in general by the manufacturer of the order component.
- The cause of the defect for the specific lift part is attributed solely to the manufacturer and no damage has been caused due to the following no-guarantee conditions:
Unsuitable or improper use (including possible beneficial use of the product or its use for transport of persons/loads prior to the certification of the product or prior to handover to the final client), faulty installation and/or improper or faulty or no compliant with the Supplier's instructions shipping/commissioning by the ordering party or third parties, incompatibility of a product/subsystem with other manufacturers' products/subsystems, natural wear and tear, faulty or negligent treatment, improper or negligent maintenance, unsuitable supplies, defective construction work, faulty or improperly constructed or no compliant with the Supplier's specifications and the functional conditions installation space (suggestively lift-shaft space, engine room etc), unsuitable building estate, interference by unauthorized person to any mechanical or electronic elements of the product, chemical, electronic or electric influences, non-performance of all necessary testing of the safety components according to the Standards EN 81.20, 81.50 and the local regulations, as applicable from time to time – unless the Supplier is responsible for such circumstances by a specific written agreement.

Specifically, the following cases are not covered by any guarantee:

- a. Wears to lift parts due to damages, corrosion, moisture attributed to inappropriate transportation, storing, handling, installation or use of the products as stated in the product manuals provided by the Supplier.
- b. Ram sealing elements, oils and car sling guidance elements.
- c. Wears due to inappropriate lift installation or installation of any mechanical or electrical lift parts by unauthorized by the company personnel as stated in the product manuals provided by the Supplier.
- d. Wears due to the supply of the mains current electrical network, provision of unsuitable electrical current (e.g. non-constant provision of three-phase current, use of generator etc) weather conditions (e.g. floods, thunders etc) or any other destructive external causes.
- e. Car parts or wooden parts subject to: moisture or rain or extremely humid environment or being installed within a 300m range from sea.
- f. Damages on surface of stainless-steel doors and car panels after their protective plastic cover has been removed.

If the defect is not substantial (i.e. not of the essence), the ordering party shall only be entitled to request a mutually agreed reduction of the purchase price.

The ordering party shall have to provide the Supplier with sufficient time and option for Supplier to perform any necessary rework or replace any defective parts. If this is not the case, the supplier shall be indemnified against liability for any consequences resulting there from. The Supplier shall bear the costs of a defect replacement including shipment costs as well as any reasonable charges arising, even from services providing technical support on site, that are pre-agreed between the two parties, only if the claim of the ordering party is justified and accepted by the Supplier.

Any parts replaced shall immediately become the Supplier's property. The guarantee period provided specifically for the repaired components is six (6) months after the date of the conclusion of the repair certified to the ordering party by the Supplier.

The ordering party should examine the reworked or replaced goods without delay after delivery and state whether these are of its absolute satisfaction. It is presumed that the goods are of the absolute satisfaction of the ordering party if the latter does not object within a reasonable time of three days after delivery.

If improper rework has been performed by the ordering party or by a third party on items provided by the Supplier, the Supplier shall not assume any liability for any consequences resulting there from. This shall also apply to any modifications of the provided items performed without the Supplier's prior expressed approval.

Any additional commercial warranty will be granted by the Supplier only by a separate document which will include the terms under which the commercial warranty is granted.

Thessaloniki, Greece shall be the place of performance and the place of jurisdiction. The laws of Greece shall exclusively govern any dispute arising in any way from the present document and its performance.

KILKIS, GREECE/...../20..

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