

# WARRANTY AND QUALITY TERM



- :: *The present Warranty and Quality Term covers products' fabrication failures.*
- :: *The warranty is valid only if claimed with the invoice issued by S&P Brasil.*

## Warranty Period

S&P BRASIL guarantees its products during the period from the date of the invoice's issue for:

- a) 24 (twenty four) months for S&P brand imported products;
- b) 12 (twelve) months or 2800 hours of operation for OTAM brand products, the first that occurs;

- Assures the specifications contained in its technical proposal.
- Certifies that its products are approved by its quality department.
- The parts and services are guaranteed for 90 days.

**VALIDITY** - The guarantee given by S&P Brasil is valid only if the equipment start-up occurs in six months counting from the date of issue of the invoice and, if in that period, the recommendations given in the Installation, Operation and Maintenance manual are observed.

The buyer must contract in the occasion of the purchase the start-up of the equipment if he wants the time of warranty to start when it is put in to operation. The warranty will be void if the contracted start-up does not occur within the period of six months counted from the issue of the invoice.

An eventual warranty rendering do not postpone its validity.

## The additional warranty is not valid for:

- :: Fuses, filters, thongs, lamps and plastic parts;
- :: Painting and other parts that are exposed to saline compounds, acids or alkali, sulfur or others.

## The warranty is not valid for:

- :: equipment that is damaged during manipulation at the installation site, or maintenance and operation.
  - :: equipment that is damaged by solid residue, air, gas mixture, moisture or lubricant diverse from the one specified in the Installation, Operation and Maintenance manual.
  - :: transport damage: this kind of damage must be covered by the freight company insurance. The customer must open the package and check the product status before accepting it.
  - :: Fortuitous event or force majeure, as established in article 393 of 2002 Civil Code.
  - :: Damage due to inadequate conditions of energy supply and grounding, for example: incorrect voltage, voltage variation, voltage out of tolerance limit of the equipment, as well as electrical discharges occurred in storms.
  - :: In case of conflict about the product failure origin, the product will be submitted to an expert appointed and accepted by both parts.
- S&P Brasil may provide additional warranty concerning time and/or materials upon the presentation of a specific commercial proposal.

**EMBRACEMENT** - Consists of the replacement or repair of parts manufactured by S&P Brasil, not subjected to normal wearing, that fail to operate accordingly, in S&P Brasil's sole judgment. Replaced components and parts are property of S&P Brasil.

**RENDERING** - The warranty rendering is always done by S&P Brasil or companies that receive its written authorization. S&P Brasil will not accept imposition of expenses regarding warranty rendering. The warranty will be rendered in S&P Brasil 's units and expenses with freight, insurance and packing will be the buyer's responsibility. When mentioned in the commercial proposal, the warranty can be rendered in the place of the equipment's installation. In this case the travel and transportation expenses of the technician will be the buyer's responsibility. Once the work is concluded, S&P Brasil will conduct the encashment of the expenses of its technicians, that must be paid within thirty days.

**CANCELLATION / SUSPENSION** - The warranty will be automatically void if the equipment suffers repairs or modifications done by non-authorized personnel, or if is not properly stored, operated, transported, installed and maintained, or if it suffers a different usage or with different technical characteristics than those specified in the technical/commercial proposal. The warranty is not assured in case of accidental damage or those provoked by the environment, materials or substances that may get in touch with the equipment and provoke chemical or galvanical corrosion, mechanical abrasion, unbalancing, humidity or heat deterioration, as long as they are not specifically guaranteed. The violation of assembling seals will also void the warranty. The warranty will be automatically suspended during the time that the buyer fails to fulfill any financial compromise, without harm to the elapsing of the time of validity.

**RESPONSABILITIES** - S&P Brasil will not assume responsibility for personal injuries and/or material damages or losses caused directly or indirectly by the equipment's usage or failure.

**DELIVERY POSTPONING** - If for any reason the delivery of the equipment does not occur due to a customer's fault, once the responsibility is confirmed, through documentation, the time of warranty will start on this date, without harm to the accomplishment of clause number 9 of the general commercial conditions. In this case, the necessary maintenance of the stored equipment can be done by S&P Brasil, who will present a commercial proposal. If the proposal is not approved, the warranty will be void within thirty days. The equipment, when requested, will be delivered in its actual conditions. The warranty may, however, be renewed, provided that a proposal for the repair of the equipment is accepted. This proposal can be requested by the customer and will be submitted by S&P Brasil.

**GENERAL CONSIDERATIONS** - S&P Brasil does not accept devolutions or exchange of equipment, components and accessories unless there are differences between the order and the actual project or specification.

**CONFLICTS** - The conflicts will be resolved through a common technical report that will be done by two experts appointed by both parts. If the conflict remains, Porto Alegre's department of justice is elected to be the authority where the solution must be sought.

## S&P Brasil Ventilação Ltda.

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