

# SIMON PROtec Systems GmbH



## Guarantee declaration

### GUARANTEE COVERAGE

All actuators from the company SIMON PROtec Systems GmbH (producer, short: SIMON PROtec) are inspected and tested carefully before the delivery. They are subject to a strict control of the SIMON PROtec quality assurance.

For the actuators EA/PA-KL<sup>2</sup> | EA/PA-L | EA/PA-K-30 & EA/PA-K-50 | PA-ZV-UNI | ZV-ELIMATIC | WS-890 | WTS-892 | SHEV | M-SHEV | VENT | M-VENT (in the following called actuators) SIMON PROtec therefore grants an extended guarantee.

The defect liability claims of the buyer, which is written down in the bill of sale, as well as legal rights are not limited by this guarantee.

The guarantee includes the exchange or the repair of separate parts of the actuator (the decision comes from the producer). The costs incurred for material and working hours for this are met by SIMON PROtec. Replaced products or parts move on to the property of the producer. Mounting and dismounting of the actuator by the client on site as well as shipping costs incurred are excluded from the guarantee coverage.

### GUARANTEE PERIOD

The guarantee period is 36 months for the usual utilization indicated in the operating manual. However, the guarantee period ends at the latest (regardless of the indicated period further up) after reaching a use of 11.000 load cycles. To this the actuators have an appropriate intern counter.

The guarantee period begins with the day of the delivery by SIMON PROtec.

By preoccupying the guarantee, the guarantee period is not going to be extended or renewed for the concerned product.

After expiry of the respective guarantee period, claims against and from the guarantee cannot be asserted any more.

### PROCESSING

If any defects occur in material, workmanship or performance of the actuator within the guarantee period, guarantee claims have to be asserted immediately or at the latest during the period of two weeks.

The guarantee claims could be asserted at the manufacturing plant in Passau or at partner companies of SIMON PROtec. The product must be sent carriage-paid together with a copy of the purchase document indicating the date of purchase.

The costs as well as the risk of a loss or a damage of the product on the way to or from the responsible department that accepts guarantee claims or deliver repaired products, are incurred by the costumer.



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**SIMON**  
we create fire safety

### EXCLUSION FROM GUARANTEE

Guarantee claims cannot be taken into consideration...

- in case of defects on the devices that could be reducible to the nonobservance of operating instructions, unsuitable or improper use, faulty assembly or commissioning by the purchaser or by third parties, not intended use, anomalous environmental conditions, inappropriate coating material, chemical, electrochemical or electric influences, irrelevant operating conditions, running with false line voltage/-frequency, overstrain, insufficient maintenance, care or cleaning.
- in case of defects on the product that were caused by usage of attachments, supplementary parts or replacement parts which are not original parts of SIMON PROtec.
- if changes or replenishments were carried out on the products (for example the case has been opened).
- if the serial number has been removed or rendered unreadable as well as the hologram has been destroyed.
- if not authorized persons tried to repair the products.
- for products with slight deviations from the target properties, which are negligible with regard to the value and usability of the device.
- for products that have been taken apart partially or completely.

### ADDITIONAL REGULATIONS

If the examination reveals that there is no case of guarantee, the costs of the repair are on the expense of the buyer.

The foregoing regulations settle finally the legal relations with the producer.

Further claims, especially for damages and losses any kind, which arise by the product or by the utilization of the product and which are external of the field of application of the lemon law, are excluded.

Defect liability claims against the authorized specialized company as middleman remain unmoved. For this guarantee German right is valid. The language of contract is German. In the case of differences from the German meaning to a foreign text of the guarantee, the meaning of the German version has priority.

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