

DAIKIN A.C. SPAIN, S.A. WARRANTY - SPARE PARTS

GENERAL TERMS AND CONDITIONS - WARRANTY COVERAGE:

1. Daikin AC Spain, S.A. (hereinafter, DACS) guarantees the original spare parts that it supplies against manufacturing or quality defects for a period of six months. (*)
2. All non-Daikin parts supplied will be guaranteed under the same terms and conditions and time period as that of the manufacturer or distributor thereof.
3. DACS may require, at any time that you send the defective part whose replacement is requested under warranty, for the purpose of quality control or verification of the defect by the company. Such delivery is a mandatory requirement to exercise the rights granted by this warranty.
4. In the event of claiming the replacement of a spare part under warranty, once said spare part has been installed in the unit, DACS will assess its possible application after checking the work carried out for its replacement and the conditions of the unit in which it is installed.
5. In the event that the replacement of a spare part is accepted, it will be installed in the same location and under the same conditions in which the first supply was made. The replacement will only include the spare part, and therefore will not include any damage to third parties or expenses arising from its installation by the customer.
6. Acceptance of the spare part under warranty may be subject to inspection of the installation by the Technical Support Service (TSS) of DACS together with the customer.

EXCLUSIONS:

Breakdowns caused by improper use or handling and those caused by deficiencies in installation operations are excluded from the warranty. This does not include the replacement of oil, refrigerant and/or any type of consumable. The cleaning of filters, exchangers, cooling circuits and so on, is not included. The warranty will be voided in the case of disassembly, repair or manipulation of the components covered thereby, by personnel outside DACS or not authorized by DACS.

This warranty does not cover any of the following cases:

- a) Periodic maintenance and repair or replacement of parts arising from normal wear and tear.
- b) Consumables (components that are expected to require periodic replacement during the product life-cycle)
- c) Damage or defects arising from the improper use, operation or handling of the product, not attributable to the normal use thereof.
- d) Damage caused by:
 1. Improper use, including:
 - Handling that results in damage or physical, superficial or cosmetic changes in the product.
 - Product installation or use in a way that does not respect DAIKIN's instructions regarding installation or use.
 - Product maintenance in a way that does not respect DAIKIN's instructions regarding proper maintenance.
 - Product installation or use in a way that does not respect the technical or safety standards of the country where it operates/ is installed.
 2. System defects as a result of not having used other spare parts authorized by the manufacturer that are necessary for proper operation.
 3. Use of the product with accessories, units and other products of a type, condition or standards not established by DACS.
 4. Negligence.
 - In no case will a spare part returned during the warranty period be accepted when it has been installed in a unit for which it was not designed or is of a brand other than those marketed by DACS.
 - Returns of parts supplied under warranty will be managed like invoiced returns and customers must contact repuestos@daikin.es to request such returns.
 5. Any cause not relating to the product itself. Including, but not limited to, accidents, fires, liquids, chemicals, other substances, floods, vibrations, excessive heat, inadequate ventilation, electrical overloads, excessive or incorrect voltage or voltage supply, radiation, electrostatic discharge including lightning, other external forces and impacts.

Sale of alternative semi-hermetic compressors, screw or centrifuge (new and re-manufactured):

These spare parts have a 6-month warranty against any manufacturing defect.



TECHNICAL SUPPORT SERVICE

The warranty does not include on-site supply and does not cover any problems arising from its installation by non-DACS personnel who do not perform compressor installations on third-party machinery.

The warranty will be effective if DACS checks the operation of the compressors in the units, once they have been installed. The cost of the visit will be borne by the customer.

Breakdowns caused by improper use or handling or poor maintenance are excluded from this warranty.

The warranty will be voided in the case of disassembly, repair or manipulation of the compressors by personnel outside DACS and, in no case, will it include the replacement of oil and refrigerant, the cleaning of any type of filters, exchangers, cooling circuits, etc.

(*)

Unless proven otherwise, Daikin AC Spain, S.A. presumes that all the spare parts that it markets are acquired by natural or legal persons that act within their business or professional scope and, therefore, said purchase-sale is excluded from the scope of RDL 1/2007, and is subject to mercantile regulations or, failing that, to the general regime of the Civil Code, which, being the framework that establishes more favourable warranty terms for the customer (six-month liability period for hidden defects), is the one applied by Daikin AC Spain, S.A. to its spare parts.