



WARRANTY TERMS AND CONDITIONS

for ENGO products

1. Subject of the Guarantee:

1.1. All products offered by ENGO Controls have a warranty of the exclusive distributor/importer, QL CONTROLS Sp. z o.o. Sp. k. based at Rolna 4 Street, 43-262 Kobielice, POLAND (hereinafter referred to as the 'Guarantor') ensures the high quality goods, free from defects, and provide the guarantee for:

Model	Product name	Warranty period
E10W230WIFI	Internet controlled thermostat, WiFi	5 YEARS
E10B230WIFI	Internet controlled thermostat, WiFi	5 YEARS
E901	Programmable, wired thermostat	5 YEARS
E901RF	Programmable, wireless thermostat	5 YEARS
ECB08M230	Control box for underfloor heating system	5 YEARS
E30NC230	Thermoelectric actuator	5 YEARS
EASY230W	Non-programmable, wired thermostat	5 YEARS
EASY230B	Non-programmable, wired thermostat	5 YEARS
EASYBATW	Non-programmable, wired thermostat	5 YEARS
EASYBATB	Non-programmable, wired thermostat	5 YEARS

1.2. QL Controls provides a warranty for products supplied in accordance with the table above, but no longer than the period shown in the table above plus 12 months from the date of sale of the product from QL Controls to the Distributor.

2. Conditions which Warranty contains.

2.1. Warranty and post-warranty service will be carried out by the Distributor's service staff. Under the warranty services the Distributor is obliged to check any complaints of the Clients. This warranty covers hidden manufacturing defects, revealed during the warranty period.

2.2. This warranty will not apply if any defect or damage is a result of:

- incorrect installation that is not in compliance with the manual;
- usage and maintenance, which is not in accordance with product instruction and against its destination;
- inadequate servicing (application of chemicals, caustic or abrasive substances for case, display and buttons maintenance);
- unauthorized service interference (repair, alteration or modification carried out without the written permission of the Guarantor);
- improper handling, storage, an improper services (including not using of recommended maintenance) or random events such as: a fire, a gas leak, flooding, a breakdown of electricity, lighting and power line surges; or if damage occurs:
- during delivery;
- as a consequence of natural product use.

2.3. Guarantee rights are entitled only to the Client, who is able to submit the proof of purchase. Otherwise the claim shall be null and void.

2.4. This guarantee shall not exclude, limit or suspend the Customer rights when the provided product is inconsistent with the purchase agreement.

3. Registration of complaints.

3.1. To start a warranty service the complaint has to be notified and approved at location where the purchased has taken place or via e-mail: serwis@engocontrols.com, using a complaint protocol available to download on ENGO website: www.engocontrols.com in a Tab named 'Download' or 'Technical support'.

3.2. The contesting complaint must be made within 2 working days after the defect was detected.

The Purchaser is obligated to specify whether the claims is on the ground of warranty or on any other grounds. Otherwise it will be deemed that the claim is made on the basis of commercial guarantee.

3.3. The Guarantor commits to investigate the claim within 14 working days from the date of receiving the faulted goods. In case of need for technical clarifications of the product to determine the cause of the defect, this term may be prolonged. In this situation a replacement product will be hire for Distributor/Claimant by Guarantor, as to allow its to be used. Hiring products shall not considered or interpreted as acceptance of the claim.

3.4. Guarantor reserves itself the right to choose the manner of eliminating the defect (fault) of the goods.

3.5. Where the product's fault, which is the subject of the complaint, is removable (based on Guarantor assessment), whole warranty repairs shall be implemented under the Warranty service. If the nature of the defect does not require repair under the factory conditions, the Guarantor or his authorized representative may make warranty repairs in the Applicant's premises where defective products are located. In such case the Applicant is obliged to make an effort in the interaction and enable the repair of the products. If the nature of the defect requires its removal under the factory conditions, the Applicant, at the request of the Guarantor, is obliged to deliver to the Guarantor or his representative the product or its components by himself or at the expense of the Guarantor, using a courier according to the guidelines contained in the service protocol available at www.engocontrols.com.

3.6. Guarantor shall not be required to provide replacement product to the Distributor/Claimant during warranty service, with the exception laid down in point 3.3. Refusal to give the product for guarantor (or its parts) for repair under factory conditions or if applicant prevent repair at his premises will mean that the Guarantor has been discharged from the warranty obligations and that the applicant has renounced any warranty claims against the Guarantor.

3.7. In case where:

- the defect is irremovable or
- the removal is not justified by economical reasons or
- can lead to decreased quality of the product, the execution of warranty obligation will be accomplished by replacement with a new product free of faults or a product of the same type, or by the issuing the certain amount to the Claimant. The amount shall correspond to price of product's acquisition. The Claimant is obligated to return faulty product to the Guarantor. At the time when product is issued to the Guarantor, then Distributor/Claimant will transfer an ownership of product to the Guarantor.

3.8. If a complaint is found as justified, warranty repair, replacing the product free of faults, or return of purchase price of the product shall take place within 30 days of the date of Guarantor's decision. In exceptional cases, where the deadline specified above will be impossible to meet, for the reason beyond Guarantor's control, the execution of a warranty obligations may be prolonged to a period necessary for fulfilling the duties. In situation from above, the Complainant will be informed in writing / via e-mail.

3.9. After warranty repair, the duration of the contract shall continue to run, but it shall be extended by the time of product repair.

4. The principles of proper maintaining and cleaning services of product's Surface.

4.1. No brushers, wipers, or others which may scratch the product's surface may be used for cleaning or maintenance services. The user is not allowed to use active chlorine cleaning agents, abrasive and aggressive substances (contains corrosive acids, chlorine, solvents or bleaching agents).

4.2. Clean the outside of the housing, buttons or display with a soft cloth lightly moistened (not wet!). It is allowed to clean glass surfaces with mild, PH-neutral and colorless cleaning agents. Do not spray any liquid solution directly onto the product. When the surface has dried it should be polished with a delicate cloth.

4.3. This information is available at the company's internet site www.engocontrols.com.

Distributor of ENGO Controls:

QL CONTROLS Sp. z o.o., Sp. k.

Rolna 4, 43-262 Kobielice

POLAND

office: +48-32-700-74-53

service: +48-32-750-65-05

fax: +48-32-790-44-85

NIP: 638-180-68-25

www.engocontrols.com

COMPLAINT PROTOCOL

(to fill in by QL CONTROLS's service man)

1. APPLICANT'S DATA

FULL NAME

CONTACT

E-MAIL

RETURN ADDRESS / COMPANY STAMP

2. THE SUBJECT OF THE COMPLAINT

PRODUCT CODE

NO. OF UNITS

PURCHASE DATE

PLACE OF PURCHASE

WHEN FAILURE WAS DETECTED?

DEVICE DEFECTED SINCE BEGINNING (NEW, WITHOUT SIGNS OF USE)

HOW MUCH TIME DEVICE WAS IN USE SINCE INSTALLATION:.....

FAULT'S DESCRIPTION

OTHER INFORMATIONS (E.G. DEVICE INSTALLATION PLACEMENT)

3. SENDING THE COMPLAINT

The complaint should be sent to the **place of purchase**.

If complaint is considered favorably, the Client may collect the devices **directly at a distributor place (where the product was purchased)**.

To make a warranty claim, the **proof of purchase** and **filled complaint protocol** must be supplied. Otherwise the claim shall be not valid.

4. CONSIDERATION OF THE COMPLAINT

(TO FILL IN BY SERVICE MAN)

PERSON RECEIVING THE COMPLAINT

DATE

CONSIDERATION OF COMPLAINT

ATTACHMENT 1

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (hereinafter referred to as 'GDPR'), we inform that:

- a)** the administrator of your personal data is QL CONTROLS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, Sp.k. in Kobielice, (43 - 262), Rolna 4, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court of Katowice - Wschód, 8th Commercial Department of the National Court Register in Katowice under KRS number: 0000440955, NIP number: 6381806825, REGON number: 243111228, contact details: Kobielice (43 - 262), 4 Rolna, e-mail: engo@engocontrols.com, tel. +48 32 700 74 53,
- b)** your personal data will be processed:
- pursuant to Article 6(1)(b) of the GDPR for implementation:
 - sales contract - in case a complaint has been made under the warranty for defects of goods,
 - guarantee agreement - in case a complaint has been reported under the guarantee provided by the administrator and accepted by you,
 - if you are not a part to the contract, but only a representative of the entity making the complaint - pursuant to Article 6(1)(f) of the GDPR for the purposes resulting from legitimate interests pursued by the administrator and a third party - the entity making the complaint represented by you, i.e. for the purposes of bringing about the execution of the contract (sale or guarantee) between the administrator and the entity you represent,
- c)** the recipients of your personal data are the administrator and the administrator's representatives authorized by him/her to process the personal data, postal operators and couriers, the administrator's accounting office, entities providing IT services to the administrator, banks (to the extent of the data of the entity making the complaint), the administrator's e-mail hostessors, law firms to the extent necessary for the possible determination, investigation or defence of claims,
- d)** your personal data will be stored by the administrator until the statute of limitations for potential warranty and guarantee claims, not less than 5 years from the beginning of the year following the financial year in which the operations, transactions and proceedings arising from the contract (sale or guarantee) have been definitively completed, repaid, settled or overdue,
- e)** you have the right to demand from the administrator access to personal data concerning you, correcting it, deleting it (according to Article 17 of the GDPR), limiting the processing (according to Article 18(1) of the GDPR) and transferring personal data (according to Article 20(1) of the GDPR),
- f)** you have the right to object to the processing of your personal data in accordance with Article 21(1) of the GDPR,
- g)** you have the right to lodge a complaint with a supervisory authority,
- h)** providing your personal data for the purposes of performing the contract (sale or guarantee) is necessary for its execution