



Install your **future**

TERMS OF WARRANTY

No. B.3.5/05 E

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Terms of Warranty of KAN-therm system (hereinafter the "Terms of Warranty"):

KAN sp. z o.o. with its registered office in Kleosin, ul. Zdrojowa 51, 16-001 Kleosin, Poland, entered into the Register of Businesses of the National Court Register kept by District Court for the city of Białystok, 12th Commercial Division of the National Court Register under KRS number 0000187613, holding Tax Identification Number (NIP): 9661319453, National Business Register number (REGON): 050637490, Waste Database (BDO) number: 000006007 (hereinafter the **Warrantor**), grants a quality warranty for components of KAN-therm systems, on the following conditions:

1. The warranty applies worldwide, excluding countries and territories subject to applicable international sanctions, in particular sanctions imposed by the European Union, the United Nations, the United States of America, and the United Kingdom of Great Britain and Northern Ireland. The territorial scope of the warranty shall be automatically adjusted in accordance with any changes to the applicable international sanctions. The warranty shall not apply if, at any time during the warranty period, a given country or territory was subject to international sanctions, regardless of whether such sanctions were in force at the time the claim was submitted. The warranty shall also not apply in cases where its performance would violate applicable sanctions regulations.
2. The Warrantor warrants that products covered by the warranty are free of any physical defects occurring in the production process or as a result of using improper materials for their production that prevent these components from being used as intended.
3. KAN-therm systems are covered by warranty for the following periods:

| KAN products | Warranty period |
|---|-----------------|
| KAN-therm ultraLINE system | |
| a) Private/non-commercial construction | 15 years |
| b) Commercial construction | 10 years |
| KAN-therm Push/Press Platinum system | 10 years |
| KAN-therm ultraPRESS (Press/Press LBP) system | 10 years |

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| KAN-therm PP system | 10 years |
| KAN-therm Steel system | 10 years |
| KAN-therm Inox system | 10 years |
| KAN-therm Inox 304 system | 10 years |
| KAN-therm Steel XPress Sprinkler system | |
| a) Sprinkler installations | 10 years |
| b) Hydrant installations | 5 years |
| KAN-therm Inox XPress Sprinkler system | 10 years |
| KAN-therm Copper/Copper Gas system | 10 years |
| Surface Heating/Cooling Systems | 10 years |
| KAN-therm Football system – Stadium installations | 10 years |
| Control and automation components forming part of KAN-therm systems | 2 years |
| Ball valves used in KAN-therm STEEL and KAN-therm INOX systems | 5 years |
| Other products available from KAN-therm, not included in the above table | 2 years |

4. The warranty period commences on the date of completing the assembly of the installation.
5. Warranty is granted on the following conditions:
 - a. Installation of the system is reported by the Project Owner or a contractor acting on their behalf to the Warrantor's Regional Manager, within no more than 90 calendar days of the date of completing the installation, together with a completed application for the issuance of a Warranty Card, substantially consistent with the template constituting appendix no. 2 to the Terms of Warranty. Contact information of the Warrantor's Regional Managers are available on KAN's website, in the "Contact" tab.
 - b. The principles of design and installation of systems, specified in instructions and guidebooks published by KAN Sp. z o.o. (the Warrantor), available on KAN's website, in the "Downloads" -> "Guidebooks" and "Instructions" tabs, must be complied with.
 - c. The system must be installed by an entity holding a valid certificate of a licenced KAN contractor/installation specialist.
 - d. Only genuine components of KAN-therm systems and KAN-therm system tools in good technical condition (with valid technical inspection) may be used.
 - e. A Warranty Card is issued, completed and signed by the Warrantor's Regional Manager. A model form of a Warranty Card constitutes appendix no. 3 to the Terms of Warranty.
6. In case of a breach of any of the conditions specified in section 5 above, the warranty is voided.
7. The Warrantor may request that entities applying for a Warranty Card or submitting a complaint in respect of a product provide a copy of a record made in the construction log concerning the completion of installation of the system and proof of purchase of the product for which a Warranty Card is requested. If the applicant or complainant refuses to provide such record or proof, no warranty will be granted or existing warranty will be voided.

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8. The warranty does not cover:
- a. mechanical damage, caused e.g. by drilling through pipes,
 - b. damage caused by external factors, e.g. freezing of the system, including damage resulting from improper transport, storage and warehousing of systems,
 - c. circumstances incompatible with conditions specified in section 5,
 - d. structural modifications, interference with products,
 - e. normal wear and tear of products,
 - f. improper or negligent installation, contrary to applicable standards, regulations and good construction practice,
 - g. damage caused as a result of putting the installations (products) in caustic or chemically aggressive environments,
 - h. damage resulting from force majeure events,
 - i. acts of vandalism.
9. Procedure to be followed in case of a failure of the system:
- a. The user or owner of the facility is required to notify the Warrantor in writing immediately after identifying a failure and to take action in order to limit the extent of damage by switching off the installation or securing it by other means. The Warrantor will not be liable for damage caused as a result of a failure to take action aimed at limiting the extent of damage.
 - b. After receiving notification of the failure, the Warrantor will delegate its representative within up to 7 business days, in order to determine the cause of the failure and document the nature and extent of potential damage. If the potentially defective product (component of a KAN-therm system) in question is uninstalled prior to the arrival of the Warrantor's representatives without documenting the nature and extent of the damage, the warranty will become void.
 - c. In case of damage, the Warrantor's insurer reserves the right to perform an inspection on the site of the damage, within up to 14 business days of the visit by the Warrantor's representative, but prior to the commencement of any actions by the user aimed at remedying any damage; failure to allow the insurer to inspect the site will result in the loss of rights under the warranty. The term "remedy of damage" does not include actions aimed at minimising the consequences of the failure.
 - d. The Warrantor reserves the right to disassemble samples of the product in question and perform laboratory tests.

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10. If the complaint is accepted, subject to prior acceptance of an adequate cost estimate, the Warrantor will cover the costs of uninstallation and removal of defective products, found to be defective due to defects of material or improper manufacture, as well as the costs of delivery and reinstallation of products free of defects, which includes repair works required to restore the site to its condition prior to the damage.
11. The Warrantor reserves the right to outsource any repair works to specialised companies, at its own discretion.
12. Any compensation for lost profits, lost production, interruption in the operation of a plant or shutdown of a plant and reduction of value or other indirect consequential damage is hereby excluded.
13. The duration of repairs of the installation will not extend the total duration of the warranty.
14. If the site is sold, rights under this warranty will pass to the new owner of the structure.
15. The entity installing the system is responsible for the proper installation and operation of the system. The Warrantor disclaims any liability in this regard.
16. The Warrantor holds an insurance policy that ensures the satisfaction of any claims under the warranty.
17. The Warrantor's liability under the warranty is limited to the sum insured specified in the Warrantor's current insurance policy for each and every claim and in the aggregate during the period of a year.
18. Appendices and glossary of definitions and terms (appendix no. 4) constitute an integral part of these Terms of Warranty.
19. These Terms of Warranty are effective as of 01/08/2023.

Appendices:

1. Warranty Card application form
2. Personal data form
3. Warranty Card form
4. Glossary of definitions and terms used in warranty documents