



RITTAL GmbH & Co. KG · Postfach 16 62 · D-35726 Herborn

RITTAL GmbH & Co. KG
Auf dem Stützelberg
D-35745 Herborn
☎ + 49(0)2772 505-0
☎ + 49(0)2772 505-2319
✉ info@rittal.de
🌐 www.rittal.de

Manufacturer's Guarantee (valid from date of manufacturing 1.1.2008)

On condition that the products are used according to their intended use (see instruction manual), Rittal grants to the Customer a "Rittal Manufacturer's Guarantee" with a term of 24 months starting with the date of manufacturing for the following product groups: system climate control (SK), re-cooling systems (RK), air/air as well as air/water heat exchangers (AAHE or AWHE), climate controlled doors (KTS) and all articles belonging to the RimatriX5 (RM5) product range including the product range of the physical security.

If within 24 month after manufacturing, a malfunction of the contractual product occurs within the guarantee term which substantially adversely affects its functionality Rittal shall remedy the malfunction at its opinion by telephone service or, if necessary, by replacement, repair, or other measures within an adequate period of time. Provided that it is not unreasonable for the customer, Rittal can also provide replacement parts required to correct the malfunction.

Within the scope of its guarantee Rittal shall bear all costs which are connected with dispatching, deploying and accommodating its staff and with replacing or repairing any parts, provided that the malfunction occurred during correct and proper usage of the contractual products and provided that the costs are not increased by bringing the contractual products to another delivery place than the original one. Furthermore Rittal shall bear the necessary expenses for procuring and delivering the replacement parts to the original place of delivery.

Any parts provided for or in replacement shall be new or in mint condition and in a fully functional state free of fault; the replaced parts shall become Rittal's property; Customer warrants that no rights of any third parties shall obstruct that exchange and transfer of title.

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SCHALTSCHRÄNKE

STROMVERTEILUNG

KLIMATISIERUNG

IT-INFRASTRUKTUR

SOFTWARE & SERVICE

RITTAL GmbH & Co. KG, Herborn, HRA 6126, Amtsgericht Wetzlar

Persönlich haftend: RITTAL Management GmbH, Schwende

Geschäftsführung: Friedhelm Loh (Vorsitzender), Bernd Eckel, Ralph P. Lindackers, Dr. Thomas Steffen, Michael Weiher

FRIEDHELM LOH GROUP



The requirements for activating guarantee are as follows:

1. The device concerned can be identified unmistakably by its serial or project number.
2. External factors such as, e.g., fire, water, vandalism, unauthorised interference, excessive temperatures, or normal wear and tear shall be excluded as causes.
3. The devices have not been changed, with the exception of changes undertaken by Rittal staff or Rittal partners.
4. The devices were only used appropriately in accordance with the documentation.
5. Installation, operation, repair and servicing shall take place in accordance with the specifications provided by Rittal.
In detail, meaning:
 - a. Installation, set-up and assembly shall be carried out in accordance with the operating and assembly instructions and by a corresponding specialist.
 - b. Any repairs which become necessary in this case of a claim against the guarantee shall be carried out exclusively by Rittal staff / partners.
 - c. The device concerned is used exclusively in connection with compatible products.
6. No damage was caused due to relocation by unauthorised personnel.

The following shall not be included in the works and services under the guarantee:

1. Fault clearance measures for faults caused by operating errors, other improper handling, technical interference on the part of Customer or third parties, or any external influences for which Rittal is not responsible;
2. The costs of replacement parts which are subjected to particular wear and tear, the cost of consumables and data carries;
3. Any repairs of accessories, changes, attachments or other fixtures and fittings;
4. Any electrical services not included in the service products;
5. Any maintenance work, if the ambient conditions provided for in the documentation were not observed.

Any claims based on this guarantee shall be submitted to Rittal in writing within one month after occurrence of the malfunction. Any further claims, in particular claims for damages, shall not be covered by the guarantee. The statutory liability for defects shall not be affected by the guarantee.