# TERMS OF WARRANTY

# **1. Social name and address of the producer and Object** Solzaima, S.A. Rua dos Outarelos, 111 3750-362 Belazaima do Chão

This document does not substantiate the provision by Solzaima S.A. of a voluntary warranty on it's produced and marketed products (from now on mentioned as "Product (s)"), but rather a guide, intended to be enlightening for the effective activation of the legal warranty that benefits consumers (from now on mentioned as "Warranty"). This document does not affect the legal rights of warranty, emerging from the purchase agreement whose purpose is the Product(s).

# 2. Product identification on witch rests the warranty

The activation of the warranty presupposes prior and correct identification of the product object towards Solzaima, SA, being promoted by providing the Product 's packing data indicated in the purchase invoice or in the product characteristics plate (model and serial number).

# 3. Product warranty terms

**3.1** Solzaima, S.A. is liable to Buyer for manufacturing defects of the Product in accordance with the respective sale and purchase contract, within the following time limits:

**3.1.1** A period of 36 months from the date of delivery of the good, in the case of domestic use of the product, save the provisions of the following number regarding the intensive use;

**3.1.2** A term of 6 months from the date of delivery of the goods, in the case of professional, or industrial, or intensive use of the products - Solzaima means by professional, industrial or intensive use of all products installed in industrial spaces, commercial, or whose use exceeds 1500 hours per calendar year;

**3.2** A functional test of the product must be performed before Finishing the installation (plaster, masonry, coatings, paintings, among others);

3-3 No equipment can be replaced after the 1st Burn without the express authorization of the producer;

**3.4** Any product must be repaired on the site of installation without causing serious inconvenience to the parties, save, if this proves impossible, or disproportionate;

**3.5** In the pellet range equipments, the commissioning service is required to activate the warranty. It must be registered up to 3 months after the date of invoice, or, 100 hours of work of the product (whichever occurs first);

**3.6** During the Warranty period referred to in paragraph 3.1 (and for this to remain valid), repairs to the Product must be performed exclusively by the Official Technical Services of the Brand. All services provided under this Guarantee will be performed Monday through Friday within the working time and calendar legally established in each region.

**3.7** All requests for assistance must be submitted to the Solzaima, S.A. Customer support service, by means of a proper form present on the Website www.solzaima. co.uk, or, e-mail: support.cliente@solzaima.pt. At the time of the technical assistance to the Product, the Buyer must present, as proof of the Product Warranty, the purchase invoice of the same or another document demonstrating its acquisition. In any case, the document proving the acquisition of the Product must contain the identification of the Product (as mentioned in point 2 above) and its date of acquisition. Alternatively and in order to validate the Product Warranty, the PSR - document certifying the commissioning of the machine (when applicable).

**3.8** The Product will have to be installed by a qualified professional for the purpose, in accordance with the regulations in force in each geographical area, for the installation of these Products and complying with all the regulations in force, especially regarding chimneys, as well as other applicable regulations for aspects such as water supply, electricity and / or other related to the equipment or sector and as described in the instruction manual.

A product installation that does not conform to the manufacturer's specifications and / or does not comply with the legal regulations on this subject will not give rise to the application of this Warranty. Whenever a product is installed outdoors, it must be protected against weather effects such as rain and wind. In these cases, it may be necessary to protect the appliance by means of a cabinet, or a properly ventilated protective caseAppliances should not be installed in places that contain chemicals in their atmosphere, in saline or high humidity environments, as mixing them with air may produce rapid corrosion in the combustion chamber. In this type of environment it is especially recommended that the appliance be protected with anti-corrosion products for this purpose, especially during times of operation. As a suggestion it is indicated the application of graphite greases indicated for high temperatures with function of lubrication and anti-corrosion protection.

**3.9** In equipment belonging to the pellet family, in addition to the daily and weekly maintenance contained in the instruction manual, it is also obligatory to carry out the cleaning inside and in the respective chimney for the evacuation of fumes. These tasks should be carried out every 600-800 kg of pellets consumed, in the case of stoves (air and water) and compact boilers, and every 2000-3000 kg of pellets consumed in the case of automatic boilers. In the event that these quantities are not consumed, at least one systematic preventive maintenance must be carried out annually.

**3.10** It is the Buyer's responsibility to ensure that periodic maintenance is carried out, as indicated in the instruction and handling manuals accompanying the Product. Whenever requested, it must be proved by submitting the technical report of the entity responsible for it, or alternatively by registering them in the instruction manual in the dedicated section.

**3.11** In order to avoid damage to the equipment caused by overpressure, safety elements such as pressure relief valves and / or thermal discharge valves, if applicable, as well as an expansion vessel fitted to the installation, shall be ensured at the time of installation and its correct functioning must be ensured . It should be noted that: the valves referenced must have a value equal to or less than the pressure supported by the equipment; there shall be no cut-off valve between the equipment and its safety valve; provision should be made for a systematic preventive maintenance plan to attest to the correct functioning of the said safety features; irrespective of the type of appliance, all safety valves shall be channeled to drained sewage to prevent damage to the dwelling by water discharges. Product Warranty does not include damages caused by non-channeling of water discharged by said valve.

**3.12** In order to avoid damage to the equipment and attached pipes by galvanic corrosion , it is advisable to use dielectric separators in the connection of the equipment to metal pipes whose characteristics of the materials applied to this type of corrosion. Product Warranty does not include damages caused by non-use of such dielectric separators.

**3.13** The water or thermofluid used in the heating system (Hidro toves, boilers, central heating stoves, among others) must comply with the legal requirements in force, as well as guarantee the following physical and chemical characteristics: absence of solid particles in suspension; low level of conductivity; residual hardness of 5 to 7 degrees; neutral pH, close to 7; low concentration of chlorides and iron; and absence of air inlets by depression or others. In case the installation enhances automatic water make-up, it should consider upstream a preventive treatment system composed of filtration, decalcification and preventive dosing of polyphosphates (scale and corrosion), as well as a degassing step, if necessary . If in any circumstance any of these indicators show values that are not recommended, the Warranty will cease to have effect. It is also compulsory to place a non-return valve between the automatic filling valve and the mains water supply, and that said supply always has constant pressure, even with a lack of electricity, not depending on lift pumps, autoclaves, or others.

**3.14** Except as expressly provided by law, a warranty intervention does not renew the warranty period of the Product. The rights arising from the Warranty are not transferable to the purchaser of the Product.

**3.15** The equipment must be installed in accessible places and without risk to the technician. The means necessary for access to them shall be made available by the Buyer, and the Buyer shall be responsible for any charges arising therefrom.

**3.16** The Warranty is valid for the Products and equipment sold by Solzaima SA solely and exclusively within the geographical and territorial zone of the country where the Product was sold by Solzaima.

# TERMS OF WARRANTY

**3.17** The Warranty is valid for the Products and equipment sold by Solzaima SA solely and exclusively within the geographical and territorial zone of the country where the Product was sold by Solzaima.

### 4. Circumstances that exclude the application of the Warranty

Excluded from the Warranty, being the total cost of the repair borne by the Buyer, the following cases:

4.1. Products with more than 2000 operating hours;

4.2. Refurbished and resold products.

**4.3.** Maintenance operations, verification, product settings, commissioning, cleaning, elimination of errors or anomalies that are not related to deficiencies of equipment components and replacement of the batteries;

**4.4.** Components in direct contact with fire such as: vermiculite supports, deflector or protective plates, vermiculite, sealing lanyards, burners, ash drawers, wood chips, smoke registers, ash grates, whose wear is directly related to the conditions of use. Degradation of the paint, as well as corrosion due to degradation of the paint, due to overloading of fuel, use of an open drawer or excessive drainage of the installation chimney (the chimney must respect the drawing recommended in the Product Technical Data Sheet). Glass breakage due to improper handling or other reason not related to Product deficiency. In the pellet family, the ignitors are a wear part, so they are only guaranteed for 6 months, or 1000 ignitions (whichever comes first);

4.5. Wear considered components, such as bearings and bushes;

**4.6.** Deficiencies of components external to the Product that may affect its correct functioning, as well as material or other damages (eg tiles, roofing, waterproofing, pipes, or personal injury) caused by improper use of materials in the installation or by non-execution of the product installation in accordance with the rules for the installation, applicable regulations or rules of good art, in particular when the application of suitable piping to the temperature in use, expansion vessels, non-return valves, safety valves, anti-condensation valves, among others;

**4.7.** Products whose operation has been affected by failures or deficiencies of external components or by poor sizing;

**4.8.** Defects caused by the use of accessories or replacement components other than those determined by Solzaima, S.A.;

**4.9.** Defects arising from non-compliance with the installation, use and operation instructions or applications not conforming to the intended use of the Product, or from abnormal climatic factors, unusual operating conditions, overload or maintenance or cleaning performed improperly;

**4.10.** The Products that have been modified or manipulated by people outside the Official Technical Services of the brand and consequently without the explicit authorization of Solzaima, SA.;

**4.11.** Damage caused by external agents (rodents, birds, spiders, etc.), atmospheric and / or geological phenomena (earthquakes, storms, frost, hailstorms, thunderstorms, etc.), humid or saline aggressive environments such as proximity of the sea or river, as well as those derived from excessive water pressure, inadequate power supply (voltage with variations greater than 10%, with a nominal value of 230V, or, neutral voltage greater than 5V, or absence of earth protection); pressure or supply of inadequate circuits, acts of vandalism, urban confrontation and armed conflict of any kind, as well as derivatives;

**4.12.** Failure to use the fuel recommended by the manufacturer is a condition of exclusion from the Warranty;

**Explanatory note:** In the case of pellet appliances the used fuel must be certified by EN 14961-2 grade A1. Also, before buying large quantity you should test the fuel to see how it behaves. In wood equipment, this moisture content must be of less than 20%.

**4.13.** The appearance of condensation, either by poor installation or by the use of non-virgin fuels (such as pallets or wood impregnated with paints or varnishes, salt or other components), which may contribute to the accelerated degradation of equipment and especially to your combustion chamber;

 $\ensuremath{\textbf{4.14.}}$  All Products, Components or damaged components in transportation or installation;

**4.15.** Cleaning operations carried out on the appliance or its components due to condensation, fuel quality, bad settings or other circumstances of the installation lacation. Also excluded from the Warranty are interventions for the descalsification of the Product (the removal of limestone or other materials deposited inside the apparatus and produced by the quality of the water supply). Also excluded from this warranty are air bleeding interventions of the circuit or unblocking of circulating pumps.

**4.16.** The installation of the equipment supplied by Solzaima, S.A. should contemplate the possibility of their easy removal, as well as points of access to the mechanical, hydraulic and electronic components of the equipment and the installation. When the installation does not allow immediate and safe access to the equipment, the additional cost of access and security will always be borne by the Buyer. The cost of disassembling and assembling boxes of plasterboard or masonry walls, insulation or other elements such as chimneys and hydraulic connections that prevent free access to the Product (if the Product is installed inside a carton of plasterboard , masonry or other dedicated space must comply with the dimensions and characteristics indicated in the instruction manual and use accompanying the appliance).

**4.17**. Interventions of information or clarification at home about the use of its heating system, programming and / or reprogramming of control and regulating elements, such as thermostats, regulators, programmers, etc.;

**4.18.** Interventions for the adjustment of fuel receipes in pellet devices, cleaning, detection of water leaks in pipes external to the apparatus, damage caused due to the need to clean the gas evacuation machinery or flues;

**4.19.** Urgency interventions not included in the provision of Warranty ie, weekend and holiday interventions because they are special interventions not included in the Guarantee coverage and which therefore have an additional cost, will be carried out exclusively on request expressed by the Buyer and upon the availability of the Producer.

# 5. Warranty Inclusion

Solzaima, S.A. will correct without any charge to the Buyer the defects covered by the Warranty through the repair of the Product. The replaced Products or Components shall become the property of Solzaima, S.A.

## 6. Responsibility of Solzaima, S.A

Notwithstanding legally established, Solzaima, S.A., liability in respect of warranty is limited to that established in the present warranty conditions.

### 7. Cost of Services performed outside the scope of the warranty

The interventions carried out outside the scope of the warranty are subject to the application of the current tariff.

# 8. Warranty Services performed out of scope Warranty

The interventions carried out outside the scope of the Warranty and carried out by the official technical assistance service of Solzaima have a 6-month guarantee.

### 9. Warranty Spare Parts provided by Solzaima

As Peças fornecidas pela Solzaima, no âmbito da venda comercial de spare parts, isto é, não incorporados nos equipamentos não dispõem de garantia.

### 10. Replaced Parts under the of Scope Technical Service

From the moment they are removed from the equipment , the Parts used are considered as waste. Solzaima as a producer of waste in the scope of its activity is obliged by the legislation in force to deliver them to a licensed entity that performs the proper waste management operations under the law and therefore is prevented from giving them another destination, whatever. Therefore, the customer will be able to see the used parts resulting from the assistance, but can not keep them in their possession.

### 11. Administrative expenses

In the case of invoices for services rendered, they are not processed in any stipulated period with default interest at the maximum legal rate in force.

# 12. Competent court

For the resolution of any dispute arising from the purchase and sale agreement having as object the products covered by the warranty, the contracting parties attribute exclusive jurisdiction to the courts of the district of Águeda, with express waiver of any other.



# Name and address of Producer and Object Solzaima Rua dos Outarelos, 111 3750-362 Belazaima do Chão

The present constitutes the provision by Solzaima of an additional 2-year commercial warranty, or 4000 hours, whichever occurs first, on the products that are produced and marketed (hereinafter "Product (s)"), which translates into a guide that (hereinafter referred to as "Warranty Solzaima4") for the benefit of consumers (hereinafter referred to as "Buyers") on the Products.Please read these General Terms and Conditions carefully so as to know exactly what you are and what is not covered by the Solzaima Warrantys. Please keep this document in a safe place.Naturally, this document does not affect the legal rights of Buyer Warranty arising out of a purchase and sale agreement with respect to the Products.

# 2. Identification of the Product on which the Solzaima Warranty5 includes

This Solzaima Warranty5 is applicable to all products of Solzaima brand of the pellet family supplied in the period between 01 January 2022 and 28 February 2023 and must be subscribed up to 3 months before the date of final customer invoice or, 100 working hours of the product (whichever occurs first), with the following exceptions, in which the Warranty will never apply:

1. This Solzaima Warranty5 is applicable to all products of Solzaima brand of the pellet family supplied in the period between August 1, 2018 and April 30, 2022, and must be subscribed up to 3 months before the date of final customer invoice or, 100 working hours of the product (whichever occurs first), with the following exceptions, in which the Warranty will never apply

2. Products with more than 4000 operating hours;

3. Products refurbished and resold.

The subscription of the Solzaima4 Warranty is made by registration (commissioning service to be borne by the buyer, or by another entity on its behalf).

# 3. Entry and duration

This Warranty will come into force on the date of Invoice and after registration (Point 2), remaining in force for a period of 5 years, except in case of early termination due to non-compliance verified (Point 2 and / or 8).

# 4. Geographical Limit

The Solzaima4 Warranty is valid for the Products and equipment sold by Solzaima solely and exclusively within the geographical and territorial area of the country where the Product was sold by Solzaima.

## 5. Inclusion of the Solzaima Warranty5

Solzaima will correct, without any charge related to the work and the travel expenses of the technician, to the Buyer, the manufacturing defects covered by the Solzaima Warranty5 (Item 6), by repairing the Product.

# 6. Warranty Solzaima Warranty5

The Solzaima4 Warranty covers repair at no charge to the buyer of defects in the fabrication of the base structure of the product. The basic structure is understood as the body of the free equipment of any removable part.

# 7. Exercise Rights on the Solzaima Warranty5

**7.1** In order to exercise its rights, and provided that the period indicated in number 3 is not exceeded, or any of the exclusions indicated in number 8, the Buyer must report in writing to Solzaima the lack of conformity of the Product within a maximum period of ten ) days following the date on which it has been detected;

**7.2** During the period of validity of the Solzaima Warranty5 referred to in number 3 above (and for this to remain valid), repairs to the Product must be exclusively performed by the Official Technical Services of the Brand. All services provided under this Solzaima Warranty5 will be performed from Monday to Friday within the working time and calendar legally established in each region.

**7.3** All requests for assistance must be submitted to Solzaima's customer support service, by e-mail: support.cliente@solzaima.pt. At the moment of performing the technical assistance to the Product, the Buyer must present proof of the Solzaima4 Product Warranty or other document demonstrating its Subscription.

# 8. Circumstances that exclude the application of the Solzaima Warranty5

Excluded from the Solzaima Warranty5, with the total cost of the repair being borne by the Buyer, the following cases:

**8.1.** Deficiencies of components external to the Product that may affect its correct functioning, as well as material or other damages (eg roofing, waterproofing, piping, or personal injury) arising from the improper use of materials in the installation, or non-execution of the installation in accordance with the rules of installation of the Product, applicable regulations or rules of good art;

**8.2** Products whose operation has been affected by failures, or deficiencies of external components or by poor sizing;

**8.3** Defects caused by the use of accessories or replacement components other than those determined by Solzaima;

**8.4** Defects resulting from non-compliance with the installation, operating and operating instructions (eg open drawer) or from applications not conforming to the intended use of the Product, or from abnormal climatic factors, unusual operating conditions, overload or inadequately maintained maintenance or cleaning;

**8.5** The Products that have been modified or manipulated by people outside the Official Technical Services of the brand and consequently without the explicit authorization of Solzaima;

**8.6** Damage caused by external agents (rodents, birds, spiders, etc.), atmospheric and / or geological phenomena (earthquakes, storms, frost, hail, thunderstorms, etc.), aggressive, chemical, humid or saline environments (example : proximity to the sea or river), as well as those derived from excessive water pressure, inadequate power supply (voltage with variations greater than 10%, with nominal value of 230V), pressure or supply of inadequate circuits, acts of vandalism, urban confrontations and armed conflicts of any kind, as well as derivatives;

**8.7** Failure to use the fuel recommended by the manufacturer is a condition of exclusion from the Solzaima4 Warranty;

**8.8** Surface corrosion phenomena due to improper installation, incomplete or unfinished paint curing, use, maintenance of the equipment, or overheating of the apparatus;

8.9 Rupture due to excessive mechanical force.

### 9. Responsibility of Solzaima

Notwithstanding legally established, Solzaima's liability in respect of the Solzaima Warranty5 is limited to that established in the present conditions of the Solzaima Warranty5.

# 10. Services Tariff carried out out of scope Garantia Solzaima4

Interventions carried out outside the scope of the Solzaima Warranty5 are subject to the application of the current tariff.

## 11. Administrative expenses

In the case of invoices for services rendered, they are not processed in any stipulated period with default interest at the maximum legal rate in force.

### 12. Competent court

For the resolution of any dispute arising from the purchase and sale agreement having as object the products covered by the warranty, the contracting parties attribute exclusive jurisdiction to the courts of the district of Águeda, with express waiver of any other.