

WARRANTY TERMS AND CONDITIONS

PURPOSE

Clause 1- The purpose of this warranty terms and conditions is to regulate the scope of the terms and conditions of the Seller's warranty liability against the Buyer.

SCOPE

Clause 2- This warranty terms and conditions covers the terms of the sales contract and the regulations regarding the liabilities and limitations of the defects which may occur in the goods sold by the Seller to the Buyer in the warranty period set forth below.

DEFINITIONS

Clause 3- In the implementation of this warranty terms and conditions;

3.1. Buyer: Any natural or legal person, including a public legal entity, who purchases goods from the Seller for commercial or professional purposes.

3.2. Seller: Panoto Radiator Machine Industry and Trade Inc.,

3.3. Goods: Pecuniary products manufactured by the Seller and subject to purchase as prescribed in its technical specification document.

3.4. User Manual: A document describing in detail the technical conditions related to the storage, installation, use, and maintenance of the goods.

3.5. Agreement: A binding agreement related to the sales transaction between the seller who submits a quotation and the buyer who places a purchase order within the scope of the Seller's quotation.

3.6. Defect: A status that eliminates the possibility of use or makes it difficult to use of the goods due to material, production, and workmanship fault.

3.7. Defective Product Notification Form: A form provided by the Seller which shall be filled by the Buyer and/or the End-User when they need to report a defect.

3.8. Warranty : In the scope of warranty; at the Seller discretion, the defective goods (or part of them) will be repaired or replaced and made available for use.

3.9. Technical Specifications: Documents containing technical data sheets and technical drawings of the goods and sent to the Buyer by the Seller along with the quotation.

3.10. End User: In case that the Buyer lets third parties use the goods or assigned its ownership to a third party other than the Buyer, this third party is identified as the end user under these warranty terms and conditions regardless of the relationship between the Buyer and third parties.

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3.11. Force Majeure Event: Any event that beyond the parties' reasonable control which by its nature could not have been foreseen or if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third parties), failure of energy sources or transport network, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or International calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, lost at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

3.12. Quotation: A seller statement identifying the products and services, together with any quantity, price, delivery terms, payment terms, warranty scope and duration and/or other terms and conditions (in addition to or different from these terms and conditions)

OFFER, ORDER AND AGREEMENT

Clause 4- After the Seller submits an offer along with the technical specifications to the Buyer, If the Buyer approves that offer and the technical specification of the goods by submitting a purchase order to the Seller, the Buyer accepts and declares that the contract has been established in case of the product is delivered by Seller as specified in the offer and the Technical Specifications.

At the request of one of the parties, the Buyer and the Seller may also sign a written agreement related to the sales price and the qualifications of the goods. If the Seller and the Buyer are far (different countries or continents) from each other, they may send offers and place orders to each other by using digital communication such as electronic mail, electronic signature, and they agree that the agreement has been established by these means. Upon the establishment of the agreement as described herein, the Buyer declares, accepts, and commits that they; i) know what the goods is prescribed in the technical specification documents, ii) approve the qualifications of the goods is appropriate, iii) understand that Buyer and/or any third party will use the product within the framework of the user manual, iv) request the goods to be delivered.

ACCEPTANCE AND NOTICE OF DEFECT

Clause 5- After the Seller delivers the goods to the Buyer or delivers the goods to the End-User requested by the Buyer's instruction. The Buyer or the End User shall inspect the goods and notify the Seller whether the goods conform to the model prescribed in the agreement and technical specifications. When the Buyer or the End User reports a defect, they shall complete a defective product notification form and send the necessary visual data and explanations to the Seller in a complete and accurate manner. If the Buyer or the End User does not report the defect in the product within 5 days of the first testing operation of the product and cannot document this claim with written and visual data, it is deemed to have accepted that the product complies with the agreement. The first test period should not exceed 6 months.

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SELLER RESPONSIBILITIES

Clause 6- The Seller will fulfill its responsibility under the warranty, by evaluating the claim of the defect reported with a defective product notification form by the Buyer or the End User, if the alleged defect is a defect which result from production, material, and workmanship, and if the Buyer has fulfilled their responsibilities as specified herein Clause 7 in a timely and complete manner. The Seller's maximum liability for the warranted product is limited with the product's sales price.

6.1. In the case of the defect reported by the Buyer under the warranty conditions, the Seller shall provide an action plan to fix the failure of any affected goods within 3 business days.

6.2. The Seller shall, in its sole discretion, correct any warranty defect by repairing or replacing the defective or inadequate parts of any goods after the seller complete and send the necessary documents described herein Clause 5 (Delay of the shipping times for the required parts, delay due to manufacturing time for the required standard and/or non-standard spare parts, and any other delay due to force majeure events are excluded from the reported time period).

6.3. The seller shall assign a service company to repair the defective goods if the seller has an approved service company at or near the installation site.

6.4. If the Seller has not an approved service company at or near the installation site of the defective product; i.) The Seller will make every effort with the support of the buyer and the end user and contribute to finding a service company . ii.) The Seller will send the necessary procedures and instructions for the repair of the defective product to the chosen service company.

6.5. The Seller reserves the right to modify the design of the goods or to use the equivalent parts for the goods. Due to these developments or equivalent semi-products usage, the buyer cannot claim a new product as a substitute for the purchased product beforehand.

6.6. The seller financial responsibility limited to invoice amount of the product for the warranty covered goods. Under no circumstances shall the Seller be required to provide compensation for financial losses and/or indirect or consequential damage, such as in particular operating losses, lost profits or commercial prejudice.

BUYER RESPONSIBILITIES

Clause 7- In general, the Buyer is responsible to complete the installation, commissioning and maintenance of the goods by taking occupational safety precautions and following the recommendations and conditions detailed in the Seller's User Manual.

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The Buyer and/or the End-User shall download the most current version of the User's Manual of the goods from the Seller's website at www.panoto.com.tr.

7.1. The buyer must inform the Seller with the defective product notification form and in 3 business days at the latest without making any intervention after any malfunction is detected.

7.2. The Buyer is required to forward, particularly the defective product notification form, and all the other information and necessary documents requested by the Seller.

7.3. The Buyer shall get the product ready to repair when an on-site repair is required.

7.4. The Buyer shall share the End-User contact information and makes every effort to finding a service company where the Seller is unable to provide a service or service company depending on the geopolitical and geographic location of the installation site of the goods.

7.5. In cases where the Buyer or End User chooses a service company, the Buyer or End User shall obtain approval from the Seller regarding the cost and repairing method before the service company takes any action on the goods.

7.6. In the case of repair or replacement required for the goods at the installation site, the Buyer shall bear the costs and operations associated with disassembling and assembling all the connected fittings from the goods and lifting, displacing and placing the goods.

7.7 After the Buyer or the End-User receive the goods in the condition described in clause 5, the Buyer or End User may keep the goods in storage for a maximum of 6 (six) months. In cases where the storage period is being more than 6 months, the Buyer shall inform the Seller before the goods are used.

7.8 Radiator waste should be prevented to be thrown to the environment and the relevant national legal waste procedures should be followed when the life cycle of the radiator ended. In order to minimize the negative impact of the products on the environment, please have the radiator disposed via an Authorized Service.

7.9 Do not store the radiator with oxidizing agents, strong bases, halogens, acids and sulfuric compounds.

BUYER COMMITMENT FOR THE END USER RESPONSIBILITIES

Clause 8- The Buyer is responsible for informing the End-User(s) regarding their obligations as resulting from the clauses 4-5-6-7-8-9 of these warranty conditions and the Buyer declares and commits that they shall ensure that the End-User(s) will fulfill their obligations.

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WARRANTY LIMITATIONS

Clause 9- If the Buyer or the End-User act in a faulty or intentionally way which makes the use of the goods difficult or unusable, the Buyer cannot benefit from the Seller's warranty specified in this document.

This Limited Warranty does not apply for the below conditions.

- a) If the goods are subject to misuse, negligence, improper installation, rapid cycling, freezing, thermal expansion or contraction stresses due to excessive heating, mechanical shock, tensile or compressive forces, inadequate or improper maintenance, poor air distribution, improperly specified design conditions, operating conditions other than the designed operation conditions or any reason not related to production, material and workmanship.
- b) If the goods have been repaired or altered without getting written approval from the Seller.
- c) If the goods have been subject to chemicals or if any ingredients other than approved type antifreeze.
- d) If the goods' identification plate and/or serial number has been altered or removed.
- e) If the goods have been damaged during transportation, loading, unloading and any displacement operation.
- f) have/has been damaged during the transportation, loading, unloading and any displacement operation.
- g) This Limited Warranty covers neither the physical or chemical effects of any corrosive substance in the operating environment or the equipment nor damage caused by vibration condition which is exceeded the allowable value.

WARRANTY PERIOD AND LATENT DEFECT

Clause 10- Warranty Period

The goods are covered by the Seller's warranty against any defect which results from production, material, and workmanship for a maximum period of 18 months upon the condition the goods are stored, installed and, used according to the user manual and technical specification documents by the Buyer or under its responsibility as prescribed in Article 8.

The period of warranty starts on the date of invoice or dispatch to the Buyer of the goods.

During the warranty period, in the condition of any defects occur that arise from production, material, and workmanship faults, the Seller may fix the failure, at its sole discretion, by choosing to proceed to repair or replace the goods.

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10. 1- Latent Defect

The seller liability for the defective product is subject to two (2) year time-limit from the date of invoice or delivery of the goods to the Buyer, in any case, even if the defects that occur or are detected after this time limit.

SELLER REPRESENTATIVE	
Company	
Address	
Name	
Position	
Date	
Signature	

BUYER REPRESENTATIVE	
Company	
Address	
Name	
Position	
Date	
Signature	

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