

GENERAL WARRANTY CONDITIONS

Heat Exchangers

1. The present general terms and warranty conditions will prevail over any other terms and conditions from the **BUYER'S** documents. The present terms and conditions may be amended only with the express written consent of **S.C. JOUST HVAC S.R.L.**
2. The present general warranty conditions follow those imposed on **S.C. JOUST HVAC S.R.L.** by **SWEP INTERNATIONAL AB.**
3. Any complaint is considered only if the **BUYER** presents the documents of origin (**invoice and/or contract**) and at the same time the **BUYER** has no outstanding invoices against the **SELLER** that have exceeded their payment term by more than 5 days.
4. **The warranty only applies to the free replacement or repair of heat exchangers with manufacturing defects or hidden defects.** Heat exchangers incorrectly ordered by the **BUYER** by a uniquely identified product code will not be replaced if replacing them causes disadvantage to the **SELLER.**
5. No warranty is given in cases of natural disaster, fire, theft, or accidents.
6. **THE BUYER** has the right to request and receive all the information regarding the purchased heat exchanger, additional details to those included in the accompanying documentation or considered as known, but only within the limits of the communications made by the **MANUFACTURER** to **S.C. JOUST HVAC S.R.L.**, at the request of the latter. Not being able to provide them cannot constitute a reason for a subsequent complaint.
7. The warranty provided by **S.C. JOUST HVAC S.R.L.** for sold heat exchangers, components with an independent operation, is conditioned by the assembly and commissioning carried out by a **person or company certified category I** according to Regulation no. 303/2008 of the European Commission.
8. Requests for warranty will be notified by the **BUYER** to **S.C. JOUST HVAC S.R.L.** in writing, without undue delay, after observing the irregularities regarding the heat exchanger in question. Such notification may in no case be made **later than 48 hours** after noticing the defect.
9. **S.C. JOUST HVAC S.R.L.** is not responsible for production losses, commercial losses, or any other losses of the **BUYER.**

10. Failure to pay on time will result in forfeiture of the warranty.
11. S.C. JOUST HVAC S.R.L. guarantees that the heat exchangers will not have material and workmanship defects under normal conditions of use – conditions specified in the heat exchangers' data sheet.
12. S.C. JOUST HVAC S.R.L. is not responsible for defects resulting from:
 - a) Failure to correctly indicate the technical parameters by the **BUYER** and therefore the use of the heat exchanger outside its parameters of the technical data sheet conditions provided by the **MANUFACTURER**;
 - b) Improper installation in accordance with recognized and accepted engineering standards;
 - c) Improper maintenance of the equipment in which the heat exchanger is installed;
 - d) Performing improper repairs;
 - e) Making changes unapproved in writing by S.C. JOUST HVAC S.R.L. ;
 - f) **Corrosion and clogging due to limescale and/or other impurities;**
 - g) **Freezing of fluids in the heat exchanger and therefore breaking it;**
 - h) **Thermal shocks;**
 - i) Installation in technically unapproved equipment and/or other installations;
 - j) Mechanical shocks or external damage resulting from handling or installation.
13. The **BUYER** must follow exactly the installation instructions recommended by the heat exchanger's manufacturer and use specific working procedures.
14. If the assembly of the heat exchanger is carried out by a company other than S.C. JOUST HVAC S.R.L., then within a **maximum of 5 days** from its installation the **BUYER** must make available to S.C. JOUST HVAC S.R.L. the **PARAMETER FORM (Annex 1)** filled in with all operating parameters, signed and stamped. The document must also be signed and stamped by the **COMMISSIONING COMPANY** if the assembly was carried out by a company other than that of the **BUYER**. Otherwise, the **BUYER** loses the warranty.
15. The responsibility of S.C. JOUST HVAC S.R.L. shall be limited to defects occurring within **24 months of the date on which the heat exchanger was put into service or 26 months after delivery.**
16. Upon receiving the notification from the **BUYER**, S.C. JOUST HVAC S.R.L. will transport at its own expense the heat exchanger claimed to be defective at **SWEP INTERNATIONAL AB** laboratory in Sweden or **its own laboratory** to be tested, in order to determine the cause of the malfunction or improper operation.

IF the test results show a malfunction or improper operation due to manufacturing defects, **S.C. JOUST HVAC S.R.L.** will replace the defective heat exchanger with a new one in the shortest possible delivery time offered by the **SUPPLIER**, at no cost to the **BUYER**.

IF the test results show a malfunction or improper operation due to failure to comply with the requirements of paragraph 10, **S.C. JOUST HVAC S.R.L.** will not replace the defective heat exchanger and at the same time will charge the **BUYER** for any shipping, customs formalities, and testing costs.

Please take note: SWEP INTERNATIONAL AB always tests the heat exchangers before delivery, under much higher pressure conditions than those specified in the data sheet, so the probability of the heat exchanger being defective is very low.

17. **S.C. JOUST HVAC S.R.L.** will not be responsible for the costs associated with labor, materials used, refrigerant and other consumables, accommodation, transport costs, customs formalities or any other direct or indirect costs involving the disassembly of the heat exchanger claimed to be defective and its shipping from the **BUYER** to **S.C. JOUST HVAC S.R.L.** warehouse or involving the installation of the heat exchanger replaced under warranty and its shipping from **S.C. JOUST HVAC S.R.L.** warehouse to the **BUYER**.
18. It is forbidden to disassemble the defective heat exchanger without the written consent of **S.C. JOUST HVAC S.R.L.** Lack of protective elements or incorrect adjustments or non-compliance with installation or maintenance instructions will void the warranty.
19. These rules contained in the **GENERAL WARRANTY CONDITIONS** are hereby notified to the **BUYER** by this document sent by **S.C. JOUST HVAC S.R.L.** together with the invoice or the commercial offer, and the **BUYER** acknowledges that he took note of them with the order sent for the heat exchanger to **S.C. JOUST HVAC S.R.L.** or with the delivery and signing of the delivery-receipt report for the heat exchanger.

Annex 1

PARAMETER FORM											
CUSTOMER CONTACT DETAILS						HEAT EXCHANGER SPECIFICATIONS					
Company						Manufacturer			SWEP INTERNATIONAL AB		
Contact person						Heat exchanger model					
Phone						Heat exchanger serial number					
Email						Type of installation in which it is installed					
Commissioning company											
The defect has been discovered				Before starting		At startup		In operation			
Is it replacing another defective equipment?								Yes		No	
Date of installation				Date of failure							
Defect type		Freezing		Clogging		Other defect					
Application		Heating		Industrial		Refrigeration		Air conditioning			
Function											
Water-water		Evaporator		Condenser		Air conditioning					
Water-steam		Economizer		Other function:							
FLUID INFORMATION – HEAT EXCHANGER WITH 1 MAIN CIRCUIT AND 1 SECONDARY CIRCUIT											
MAIN CIRCUIT F/P3 – F/P1						SECONDARY CIRCUIT F/P2 – F/P4					
Temperature F/P1			°C / °F			Temperature F/P2			°C / °F		
Temperature F/P3			°C / °F			Temperature F/P4			°C / °F		
Working pressure			bar/psi			Working pressure			bar/psi		
Fluid						Fluid					
FLUID INFORMATION – HEAT EXCHANGER WITH 1 MAIN CIRCUIT AND 2 SECONDARY CIRCUITS											
MAIN CIRCUIT F/P3 – F/P1				SECONDARY CIRCUIT 1 F/P2 – F/P4				SECONDARY CIRCUIT 2 F/P5 – F/P6			
Temperature F/P1		°C / °F		Temperature F/P2		°C / °F		Temperature F/P5		°C / °F	
Temperature F/P3		°C / °F		Temperature F/P4		°C / °F		Temperature F/P6		°C / °F	
Working pressure		bar/psi		Working pressure		bar/psi		Working pressure		bar/psi	
Fluid				Fluid				Fluid			



**JOUST
SOLUTIONS**

Joust Solutions

Address 6 Vlad Judetul Street, Bucharest
Phone +40 740 420 350
Email contact@joust.ro
Web www.joust.ro
www.chiller-shop.com
www.heat-exchanger.eu

COMMENTS

Date

Name

Signature