

GENERAL WARRANTY CONDITIONS

Refrigeration Compressors

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 its **SUPPLIERS**.
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 refrigeration compressors with manufacturing defects or hidden defects.** Refrigeration compressors 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 case of natural disaster, fire, theft, accidents, improper operation, voltage drops or variations, overvoltage, improper charging with refrigerant or refrigerant oil.
6. **THE BUYER** has the right to request and receive all the information regarding the purchased refrigeration compressor, additional details to those included in the accompanying documentation or considered as known, but only within the limits of the communications made by the **SUPPLIER** 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 refrigeration compressors, 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 refrigeration compressor 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 refrigeration compressors will not have material and workmanship defects under normal conditions of use – conditions specified in the refrigeration compressors' 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 refrigeration compressor 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 refrigeration compressor is installed;
 - d) Performing improper repairs;
 - e) Making changes unapproved in writing by S.C. JOUST HVAC S.R.L. ;
 - f) **The presence of moisture in the refrigeration circuit;**
 - g) **Failure to replace the dehydrating filter before commissioning;**
 - 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 refrigeration compressor's manufacturer and use specific working procedures.
14. If the assembly of the refrigeration compressor 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 **12 months of the date on which the refrigeration compressor was put into service** or **13 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 refrigeration compressor claimed to be defective at the **SUPPLIER's** laboratory 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 refrigeration compressor 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 refrigeration compressor and at the same time will charge the **BUYER** for any shipping, customs formalities, and testing costs.

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 refrigeration compressor 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 refrigeration compressor 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 refrigeration compressor 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 refrigeration compressor to **S.C. JOUST HVAC S.R.L.** or with the delivery and signing of the delivery-receipt report for the refrigeration compressor.



Annex 1

PARAMETER FORM											
CUSTOMER CONTACT DETAILS						COMPRESSOR SPECIFICATIONS					
Company						Manufacturer					
Contact person						Compressor model					
Phone						Compressor 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				Mechanical defect				Burned-out engine			
Refrigerant used		R407C		R410A		R134a		R404a		R22	
Application		Heating		Industrial		Refrigeration		Air conditioning			
Rated current				A				V			
Suction temperature				°C		Discharge temperature				°C	
Low side pressure				bar		High side pressure				bar	
Superheating				Subcooling							
Operating time				Number of starts							
The temperature of the suction pipe at 25 cm from the compressor valve								°C			
COMMENTS											

Date

Name

Signature