### DUCO

# Demand-controlled ventilation systems

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## 01 In general

#### Manufacturer:

VERO DUCO NV Handelsstraat 19 B-8630 Veurne Belgium Tel: +32 58 33 00 33 E-mail: info@duco.eu www.duco.eu



The manufacturer, VERO DUCO NV in Veurne (Belgium), hereinafter referred to as DUCO, issues the following warranty statement for the Duco Demand Controlled Ventilation Systems.

This warranty statement is effective from 1 July 2023. All previous warranties are hereby voided.

The warranty statement is subject to DUCO's general terms and conditions of sale. These are available on request.

## **02** Obligations for the user and installer

### 02.A For the user

If the user discovers a defect or malfunction within the warranty period, he should immediately report it to an approved installer.

The ventilation system contains electrical components that may be connected to the mains. If a defect is suspected, always consult a recognised installer for any repairs.

As a user, never contact the manufacturer, DUCO, directly, but always contact a local DUCO dealer or installer.

### 02.B For the installer

The request for application of the warranty can only be made by the DUCO dealer or installer using the complaint form, to be filled out with a clear description of the complaint, the serial number and the order number and/or invoice number with which the products were delivered. You can find this complaint form at <u>service.duco.eu</u>.

### **03** Start warranty period

The warranty period for the products listed above starts from the date of manufacture. The installer can fill out the online form at <u>warranty.duco.eu</u> to extend the warranty period.

## **04** Warranty period and scope of the warranty

DUCO Ventilation & Sun Control provides the following warranty on the quality materials / products listed below:

Device/product	Warranty on parts (from date of manufacture)			
	Standard manufacturer's warranty	Warranty extension after adjusting the Box with the Duco Installation App or after online registration	Warranty extension in case of installation by VIP <sup>1</sup> installer	Maximum warranty
Electronic (control) components (of all devices and accessories) <sup>2</sup>	2 years	no extension possible	no extension possible	2 years
DucoBox Silent (Connect)	2 years	+ 1 year	+ 2 years	5 years
DucoBox Focus	2 years	+ 1 year	+ 2 years	5 years
DucoBox Energy Comfort (Plus)	2 years	+ 1 year	+ 1 year	3 years
DucoBox Energy Premium	2 years	+ 1 year	+ 1 year	3 years
Duco RoofFan	2 years	+ 1 year	+ 1 year	3 years
DucoBox Reno	2 years	+ 1 year	+ 2 years	5 years
DucoFlex duct system	2 years	+ 1 year	+ 2 years	5 years

Insofar as the warranty conditions have been met (see also below: acceptance of warranty), DUCO as manufacturer provides a warranty on the quality, proper technical operation and functioning of the components, not on their mounting. More specifically, the warranty covers defects that may occur under normal and correct use and maintenance, according to the user manual.

In case of defective material, non (proper) functioning of any of our products / boxes or defects due to non-conforming material, DUCO will decide to re-supply either a (replacement) part of the DUCO component or the full replacement DUCO product free of charge, through a DUCO dealer appointed by DUCO to the affected party. The new parts / products will be installed and repaired on site by a recognised installer (possibly with the assistance of a DUCO technical employee).

## 05 Liability

DUCO warrants any defects that may occur under normal and proper use and maintenance, according to the user manual. DUCO accepts no liability if the instructions in the (user) manual (see <u>www.duco.eu</u>) are not followed or the product has not been installed correctly.

No other claims for compensation, other than non-conforming material, can be considered.

With the new delivery of the defective part or the entire unit/product, DUCO's maximum liability is exhausted. In no event shall DUCO be liable for any other damages, including installation and removal costs or consequential damages, such as operational, water and fire damage. In the event of liability, compensation shall not exceed the purchase value of the product, unless otherwise provided by law.

Electronic (control) components refer to all components that require electricity to operate, such as (but not limited to) motors, printed circuit boards ...

### 06 Costs

DUCO will only reimburse DUCO products and no further repair, assembly or disassembly costs (travel + hourly wages), even if the defect in the product or ventilation box is covered by the warranty.

If DUCO is unjustly involved in a complaint, we will charge our costs in accordance with our then current rates.

In exceptional cases, if DUCO decides to come to the site itself and the appliance is not freely accessible, DUCO will not carry out the intervention and will, in addition, charge the travel expenses and a flat rate of one working hour.

### 06.A Not covered by the warranty:

- Disassembly and assembly costs;
- defects resulting from penetration of or damage by construction dirt;
- damage and defects which, in DUCO's opinion, are the result of improper handling, negligence or accident;
- defects caused by the use of abrasive or aggressive liquids and cleaning agents, vapours, gases or solvents;
- defects caused by incorrect, incompetent or abnormal use, handling, irregular maintenance or non-compliance with the user manual;
- defects caused by incorrect assembly or connection of the products or failure to install them in accordance with the mounting instructions, processing instructions or guidelines;
- damage caused by puncturing or damaging products;
- discolouration or damage caused by temporary or permanent environmental impact or by air pollution;
- defects or damages resulting from improper repair, handling, repair or maintenance by third parties or unauthorised persons (without the consent of DUCO);
- repairs or maintenance that do not involve the use of original DUCO parts;
- defects that are the result of non-regular and/or improper maintenance in accordance with the regulations;
- defects that are the result of injudicious use, carelessness, incorrect or irregular maintenance;
- defects caused by scratches or paint;
- defects caused by wind, water or air pollution;
- defects resulting from improper transport and/or storage at the construction site;
- defects caused by force majeure or external causes such as violence (external), natural disasters, mining, natural gas extraction, earthworks by third parties, storm, hail, water or fire damage, lightning or war conditions;
- mounting with too weak fixing material;
- damage due to additional weight on the ventilation box (e.g. someone standing on it);
- exposure to an aggressive industrial or commercial environment and resulting in discolouration or damage;
- damages resulting from accidents;
- Internal or external corrosion due to exposure to an environment with high air salinity;
- defects resulting from exposure to extreme temperatures (system components: <0°C or > 40°C // window ventilators: -18°C to +60°C) and / or high humidity;
- defects caused by excessively high and / or incorrect voltage;
- replacing batteries and fuses;
- programming of thermostats and controls;
- damage to the casing and other non-functional parts if caused by transport, installation or ageing of the product, or by the use of abrasive or aggressive cleaning agents;
- costs incurred if the required free space around the product does not comply with the product installation manual and / or the product is not freely accessible, as a result of which the time required for mounting and dismounting exceeds 30 minutes.

### 06.B The guarantee also expires if:

- the materials are intensively exposed to harmful atmospheric conditions;
- it concerns materials that are subject to wear and tear as a result of frequent or long-term use (e.g. cables, cords, retractors, ...);
- it involves natural aging or normal wear and tear;
- the technical limits for use of the product (as stated in the installation instructions) have been exceeded;
- the defects are caused by incorrect connection, improper use or contamination of the product, the fan and accessories;
- the product has not been installed by a recognised installer;
- modifications have been made to the wiring or repairs have been carried out by third parties without DUCO's consent;
- the warranty period has expired;
- the device has been subject to overload, freezing or overheating;
- the ventilation box is installed outside the border area of the country in which the product was sold;
- any structural alterations have been made to the product without DUCO's consent;
- the product has become excessively dirty.

## 06.C The standard manufacturer's warranty is only valid in the following cases:

- in the event of material and / or construction faults that have been submitted for assessment and / or have been assessed as such by DUCO;
- if the purchase invoice stating the date of purchase and the type of product is submitted with the warranty application;
- if the product is provided with the original type plate (this only applies to ventilation boxes);
- Each product has been properly installed according to the applicable standards, installation manual and wiring procedures.
- Each product is used and maintained normally, in accordance with the user manual and maintenance instructions.
- All components of the system must be positioned and installed in accordance with local, regional or national standards. The construction and / or façade parts in which, on which or to which the DUCO products are to be applied, in relation to the area of application, comply with the applicable standards and guidelines.
- The guarantee is only valid when all products used per element have been delivered by DUCO.
- The product is used for normal operation, based on the number of operating hours according to the applicable product and installation standards.
- The system's control components were installed and commissioned by a professional installer.

### **07** Warranty after repair

A repair or new delivery of the ventilation box, a component of the system or a part is guaranteed for the duration of the remaining warranty period. Repair under warranty does not extend the warranty period or start a new warranty period of the product/ ventilation box.

### **08** Acceptance of the warranty

Upon receipt of the good by DUCO or in exceptional cases upon arrival on site, DUCO will examine this product and decide whether the defect is covered by its warranty.

If the defect is covered by DUCO's warranty, an overhaul of the good will be carried out and, if necessary, the defective good repaired or replaced (at DUCO's discretion), and/or DUCO will supply the end customer with parts to replace any defective parts, to be fitted by the installer.