

Warranty Terms of KSI Servis d.o.o.
(valid from 1 January 2024)

1. The supplier warrants that:
 - a) The scope of supply will correspond to the type and quality as described in the purchase contract (agreement), and
 - b) will be free from defects in workmanship and materials, and
 - c) will, to the extent necessary for the operation of the scope of supply, be free from defects in design, provided that the supplier is not responsible for the design of the scope of supply (including the choice of material) or for items provided by the buyer or end user, or by a third party that is not a subcontractor appointed by the supplier.
2. Except where the scope of supply is limited to services only, the standard warranty period for the scope of supply ends:
 - a) twenty-four (24) months from the date of delivery for pumps and equipment, and twelve (12) months from the date of delivery for spare parts (unless otherwise specified in the agreement); or
 - b) in the event that delivery is withheld or prevented for reasons outside the supplier's control, after twenty-four (24) months for pumps and equipment and twelve (12) months for spare parts from the date of the supplier's notification that the scope of supply is ready for shipment; or
 - c) if all recommended or regular annual inspections specified by the manufacturer of the equipment have not been carried out by the supplier or its authorised service provider at the buyer's request.

In the case of a non-standard warranty period (if specified in the agreement), the warranty period for the scope of supply shall begin upon commissioning and shall end prior to expiry if the owner of the scope of supply does not ensure:

- a) commissioning of the scope of supply carried out by the supplier or its authorised service provider, or
- b) that less than six (6) months have elapsed between:
 - i. delivery of the scope of supply (or the supplier's notification that the scope of supply is ready for shipment), or
 - ii. the date of the last regular maintenance/inspection (and, if necessary, overhaul) by the supplier or its authorised service provider and the date of commissioning performed by the supplier or its authorised service provider,
- c) and provided that all recommended or regular annual inspections specified by the manufacturer of the equipment have been carried out by the supplier or its authorised service provider at the buyer's request.

If the scope of supply is limited to services only, the warranty period shall commence on completion of those services and shall end after six (6) months.

3. If, during the warranty period, the scope of supply does not comply with the requirements of clause 1, the buyer must notify the supplier in writing, stating the reasons. The supplier must, within seven (7) days (or a longer period reasonable in the circumstances) from receipt of the notification, commence the repair, modification or replacement of the defective part. The buyer must provide access to the scope of supply or the defective part for the repair to be carried out. The supplier shall bear only its own costs incurred as a result of these activities, with the following exceptions:
 - a) Transport costs in connection with the defective product (or its parts), as well as those for products delivered in connection with the services, are allocated as follows:
 - i. The buyer is responsible for covering all transport costs for sending the product (or its parts) to and from the supplier's distributor or authorised service partner, or as otherwise determined by the supplier. This includes travel costs and travel time of the supplier's personnel, if the defect is inspected on site at the customer's request.
 - ii. If the supplier decides, at its sole discretion, to inspect the defective product on site, the supplier shall bear all related transport and travel costs, including the travel time of its personnel, provided that the defect falls within the warranty coverage.
 - b) The buyer is responsible for all costs associated with the disassembly and assembly, dismantling and reassembly of parts that are not part of the supplier's scope of supply.
 - c) The buyer must cover the costs incurred by the supplier due to delays or waiting time caused by the end user.

- d) If it is determined that the product that is the subject of repair or replacement is not defective, the customer must cover all related costs, including transport, travel costs and labour costs. The supplier may charge an amount based on its applicable price list.
4. If the supplier, in accordance with the obligations under clause 3, carries out the repair or replacement of any part of the scope of supply, the warranty period for such repaired or replaced part shall begin on the date of completion and shall last twelve (12) months or until the end of the warranty period specified in clause 2, whichever is longer. In any case, such extended warranty period shall not exceed a total of 36 (thirty-six) months from the original commencement of the warranty period.
5. The warranties set out in this document shall not apply and shall immediately cease if it cannot be demonstrated that the defects in the scope of supply result from non-compliance with clause 1 by the supplier. This includes (but is not limited to) the following situations:
- Non-compliance with the operating instructions
 - Incorrect or inappropriate use or storage
 - Incorrect installation that does not follow the manufacturer's instructions and recommendations
 - Commissioning by the buyer or any third party, where a non-standard warranty period applies
 - Incorrect or untimely maintenance not in accordance with the manufacturer's recommendations (unless otherwise specified in the agreement)
 - Modifications or repairs carried out by the buyer, end user or any third party, other than those approved by the supplier
 - Normal wear and tear of components that are subject to wear
 - Use of unsuitable service products or replacement materials
 - Unsuitable foundations
 - Defective construction services
 - Chemical, electrochemical or electrical influences
 - Operating conditions more demanding than those specified
 - Defects caused by factors outside the supplier's control

*Note: Wear parts are not covered by the warranty for normal wear and tear or improper use. Wear parts include: mechanical seals, stuffing-box packings, gaskets, wear rings and bearings. Mechanical seals are not covered by the warranty for more than 24 hours from the time of commissioning.

6. Remedying non-compliance in the manner and within the time specified in these warranty terms constitutes fulfilment of all obligations of the supplier to the buyer. These obligations are subject to the limitations of liability set out in the General Terms of Business of KSI Servis d.o.o., unless otherwise expressly specified in the agreement.

All other warranties, conditions or representations that may arise from statute, commercial usage or other rules in connection with the supply of the scope of supply (including implied warranties of merchantability or fitness for a particular purpose) are excluded to the maximum extent permitted by applicable law.

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Domžale, 1 January
2024



Gregor Silovic
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