

Warranty obligations
ZAO "Kinergo" to Customers

1. General provisions

1.1. The warranty obligations of the closed joint-stock company "Kinergo" (hereinafter – the "Company") for the goods are established in the contract and in the operational documentation for the goods. In case of disagreement, the contract concluded between the Company and the Buyer takes precedence.

1.2. By default, the Company provides a guarantee of the quality of the goods for a period of 30 (thirty) calendar days for all goods produced and (or) sold by the Company, unless other warranty periods are specified in the operational documentation.

The warranty period for complete (fully equipped) equipment with a passport is indicated in the passport and, as a rule, is 12 (twelve) months.

1.3. The warranty period is calculated from the date of receipt of the goods by the Buyer.

1.4. During the warranty period, the Seller guarantees the conformity of the goods with their functional purpose, subject to the conditions of operation, transportation and storage of the goods.

1.5. The Company is not responsible for the expenses and losses of the Buyer, caused by equipment failure (of a product) or replacement of parts, accessories (including loss of profit, loss of income, transportation costs, electricity costs, raw materials, communications, etc.).

1.6. The Company is not responsible for the expenses and losses of the Buyer, connected with replacement of the product or its parts, if a replacement product or parts of it is the fault of the Buyer.

1.7. The Company reserves the right to make changes to the design of components and parts, spare parts and equipment that do not impair their consumer properties.

1.8. A prerequisite for the fulfillment of warranty obligations to the Buyer is the recognition by the Company of the claim sent by the Buyer in accordance with Section 3.

1.9. The Company has the right to reasonably refuse to recognize the case as a warranty. In this case, the Buyer has the right to apply to another competent organization for obtaining an opinion on the recognition of the case as warranty.

1.10. If the Buyer identifies manufacturing defects during the warranty period, the Buyer has the right to demand that the Company eliminate the defects of the goods, in case of impossibility of eliminating the defects of the goods – replacement of the goods, and in case of impossibility of eliminating the defects and replacing the goods - refund of the money paid for the goods (reduction of the Buyer's debt for the amount of defective goods). The Seller, when recognizing the Buyer's claim to the quality of the goods, independently chooses a way to eliminate the shortcomings.

1.11. The Buyer must provide full assistance to the Company in order for the latter to fulfill the warranty obligations assumed with respect to the goods, the quality of which is claimed.

1.12. If necessary, the Buyer, by prior agreement with the Company, delivers the goods for warranty repair at his own expense to the address: Republic of Belarus, Minsk, Kazintsa str., 121A/2-1, room 1.

1.13. In case of warranty repair of the goods, the warranty period is extended by the time during which the Buyer was not able to use the goods.

2. Conditions for the fulfillment of obligations under the guarantee

2.1. The Buyer has the right to submit a complaint against the goods to the Company within the established warranty period in accordance with the established procedure for filing a claim for the provision of a guarantee.

2.2. The Company determines the malfunction and the cause of its occurrence on the basis of materials (files with photos and videos, other documents) provided by the Buyer, agrees on the method of fulfillment of warranty obligations, if the case is recognized as warranty.

2.3. If this is not possible, one of the following decisions is made by agreement of the parties:

2.3.1. The Company sends its specialist to the Buyer to inspect and determine the causes of the malfunction of the goods. If the case is recognized as a warranty, then the Company performs all the

work and provides spare parts necessary for the return of the serviceability of the goods at its own expense. If the case is recognized as non-guaranteed, then the Company and the Buyer agree on further actions within the framework of separate agreements on the repair of goods on a reimbursable basis. In any case, the Buyer bears all costs associated with the arrival of a specialist for warranty repairs and the shipment of failed parts or assemblies;

2.3.2. The Buyer organizes, at his own expense and within the terms agreed with the Company, the delivery of the goods to the Company's warehouse on working days and during working hours (of the warehouse) at the address: Republic of Belarus, Minsk, Kazintsa str., 121A/2-1, room 1. After receiving the goods, the Company's specialists carry out its inspection and diagnostics to identify the causes of the malfunction. If the case is recognized as a warranty, then the Company performs all the work and spare parts necessary for the return of the serviceability of the goods at its own expense. If the case is recognized as non-guaranteed, then the Company and the Buyer agree on further actions within the framework of separate agreements on the repair of goods on a reimbursable basis. In any case, the Buyer assumes all costs associated with the delivery of the goods after repair.

2.4. If the case has been recognized as warranty and at the same time the elimination of malfunctions or manufacturing defects is associated with significant costs, the Company has the right to replace the goods with a new one instead of warranty repair. Replacement is agreed with the Buyer to another of similar characteristics and functional properties of the goods on working days and during working hours (of the warehouse) at the address: Republic of Belarus, Minsk, Kazintsa str., 121A/2-1, room 1.

2.5. Quality warranty of the product limited only by the defects of production character, and do not apply to products:

- without logos or factory number;
- its natural wear and tear;
- with damage caused by its use for purposes beyond its intended appointment;
- with damage to the paint and varnish coating;
- with damages and defects caused by mechanical damage, improper or negligent operation;
- with damages caused by an independent change in its design or its components;
- consumables (oils, lubricating materials, transmission belts, rubber adapters and pads, etc.);
- with the damage of the product resulting from loading and unloading operations or transport in violation of the established requirements of GOST 15150-69 (except when such obligations shall assume the Company in accordance with the concluded agreement);
- damage associated with failure to comply with storage requirements in accordance with the terms 1 according to GOST 15150-69;
- cases of minor variations that do not affect the quality, specifications and performance of the product or its components (weak noise, the creaking sound, vibration);
- other cases specified in passports, other operational documentation for the goods.

3. Procedure for filing a claim

3.3. The Buyer, in case of non-conformity of the goods, must apply to the Company with a claim.

3.4. The claim is drawn up and signed by the Buyer himself or by a person authorized by him, which is sent with attachments

by ordinary correspondence to the address 220108, Belarus, Minsk, Kazintsa str., 121A/2-1, room 1 and/or

by e-mail info@kinergo.by (eu / ru) or to the email of the accompanying manager.

3.5. In the claim, the Buyer indicates:

- information about the Buyer (full name, name of the legal entity, address and contact phone number, e-mail address);
- date and number of the contract (invoice) under which the goods were purchased;
- shipping documents for the goods (CMR, TTN/TN, invoice, courier service waybill, etc.);
- date of receipt and place of receipt of the goods;

- the serial number of the product (if any);
- the essence of the claim (the type of product which quality is the subject of the claim, specific shortcomings and problems identified after purchase);
- the Buyer's requirement;
- the date of the claim to the quality of the goods;
- provided a list of attached documents;

3.6. The claim must be accompanied by documents confirming the validity of the claims mentioned in the claim, as well as, if necessary, files including photo and video shooting.

3.7. To make a claim to the quality of the goods, you can use our form "CLAIM to the quality of the goods", which can be downloaded from the [link >>>](#).