

Terms & Conditions of Guarantee

of Richard Halm GmbH & Co. KG

Division area circulation pumps

1. Introduction

Over the last few years Richard Halm GmbH & Co, KG has been continually improving the quality of its products, thus significantly increasing their reliability of operation and security against breakdown. We intend to pass this on to you and the trade which you supply, over and above the statutory regulations, in the form of a considerably extended guarantee declaration (5 years).

2. Subject of guarantee

The extended guarantee over 5 years shall exclusively cover Halm HEP series high-efficiency wet-running circulation pumps. The list of pump types comprised hereunder is appended in the current state of this declaration. Later updates will be available by telephone or at www.halm.info.

All types not listed here are excluded from the extended guarantee. These will be covered, as previously, by a guarantee of two years.

3. Scope of guarantee, servicing

a. The guarantee covers only pumps which have been delivered by Halm to the registered WHOLESALE and installed by a registered heating and plumbing expert in specified countries. Pump manufacturing date must not be before 1st of February 2009.

b. The guarantee shall extend to all the equipment delivered, with all parts; natural wear and tear (DIN 31051/DIN-EN 13306) to all revolving or dynamically stressed components shall be excluded, however, including electronic components under tension.

c. The guarantee shall be given to the effect that new pumps or replacement parts of pumps shall be supplied free by Halm to the TRADE WHOLESALER or a recipient designated by him. The decision on whether a complete pump or a replacement part is to be delivered shall be determined exclusively by Halm and thus lies in Halm's discretion.

d. The guarantee shall cover replacement of materials alone, and not the costs of removal and installation, nor other costs over and above the costs of material replacement.

e. This Declaration of Guarantee is given on the condition that the pump is installed and operated in accordance with the current state of technology and pursuant to Halm's installation and guarantee conditions that are currently in force, and that the plant in which the pump is installed is regularly inspected and serviced by a suitable professional firm, and that this servicing is certifiably documented (service contract).

4. Guarantee period

The guarantee shall be for five years and shall begin on the day of manufacture; this date shall be governed by the production date on the identification plate. All claims under guarantee which are received by Halm during the guarantee period will be considered. All claims under this Guarantee Agreement shall expire 1 year following the guarantee claim at latest.

5. Management of claims, supply of defective products

a. Should defects in the material, manufacture or performance of the item under guarantee transpire during the guarantee period, guarantee claims must be brought immediately.

b. Only Richard Halm GmbH & Co, KG in Germany shall be authorised to deal with guarantee claims. The costs or risk of loss or damage en route to or from the place dealing with the guarantee claims shall be borne by the TRADE WHOLESALER.

c. Halm shall make subsequent performance under this Guarantee Declaration after the TRADE WHOLESALER has supplied the defective pump to Halm free of charge. Halm hereby waives such supply. Upon performance of guarantee, Halm shall acquire title to the parts which have been replaced.

d. Guarantee claims shall only be considered if, at the time when they are brought, the return certificate is submitted, fully filled in. Prior obtainment of an ID number shall be compulsory. This return certificate can be obtained from Halm.

6. Exclusion of guarantee

Claims under guarantee cannot be considered if the equipment or product under guarantee

a. has not been operated in accordance with specifications,

b. is damaged or destroyed through the effects of force majeure or environmental impact (frost, excess voltage, impermissible media),

c. through improper treatment, particularly failure to observe the operating and installation instructions, or through lack of maintenance and its documentation,

d. is opened or repaired by workshops or other persons not authorised to do so,

e. shows external mechanical damage of any kind,

f. if the system in which the pump is installed is, or was at the time of the guarantee claim, not set up or erected in accordance with the state and rules of technology,

g. if the identification plate has been manipulated or removed, or if it is illegible,

h. Halm hereby reserves the right to have the pump, or the system in which the pump is installed, checked by an independent expert.

7. Supplementary regulations

1. The foregoing provisions shall regulate the legal relations between Halm and the TRADE WHOLESALER with registered office in Germany. Further guarantee claims, particularly for loss and damage of whatever kind incurred by the product under guarantee or its use are hereby excluded.

2. Halm hereby absolves the TRADE WHOLESALER, as purchaser of the product under guarantee, from claims by its buyers under this guarantee agreement.

8. Pump types with 5-year guarantee

Series HEP high-efficiency pumps

HEP 15-4.0 E130	HEP Plus 15-4.0 E130
HEP 15-6.0 E130	HEP Plus 15-6.0 E130
HEP 25-4.0 E130	HEP Plus 25-4.0 E130
HEP 25-6.0 E130	HEP Plus 25-6.0 E130
HEP 25-4.0 E180	HEP Plus 25-4.0 E180
HEP 25-6.0 E180	HEP Plus 25-6.0 E180
HEP 30-4.0 E180	HEP Plus 30-4.0 E180
HEP 30-6.0 E180	HEP Plus 30-6.0 E180

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