

# jaga

CLIMATE DESIGNERS

Heating



Light cooling



Deep cooling



GUARANTEE & CONDITIONS OF SALE € 2020.EX



# GUARANTEE

- The guarantee is valid only if the equipment is properly and correctly used, by its first owner and if installed in accordance with the norms and instructions as stipulated in the instruction leaflet and the current practices.
- The guarantee only applies to the equipment and the spare parts. Jaga has the choice between repair and replacement of the equipment or the spare parts. If there has been a change in the model, Jaga is authorised to replace the guaranteed equipment with an equivalent equipment or equivalent spare parts. In those cases where the guarantee claim is accepted, during the first six months after the start of the guarantee, Jaga gives an extra guarantee on agreed replacement and transport costs.
- The period of guarantee is mentioned in this certificate. A repair or replacement does not change anything to the original period of guarantee.
- No guarantee is granted on equipment or spare parts lacking information concerning type or series, or on equipment where this information has been removed or altered, or on equipment that has been repaired or modified by persons not authorized by Jaga.
- The customer is responsible for the damage in the cases where the damage is due to errors of placement, fittings, electrical connections, faulty or damaged electrical installations or appliances, erroneous voltage or hydraulic pressure and all other errors not related to the product delivered by Jaga. The guarantee is also revoked when non-suited parts are applied. The guarantee for our heat exchangers is not valid if they are emptied at set times or during a certain period, or if they are heated by means of industrial water, steam or water saturated by great quantities of oxygen. The quality of the system water has to be in accordance with the VDI 2035-2 directives. The guarantee is also revoked when the heat exchangers are placed in aggressive atmospheric surroundings (ammonia, caustic substances). Lacquered radiators should not be used in the following areas: above a bath with a built-in shower unit, in a shower cubical or next to it, in a swimming pool (chlorine) or in a sauna.
- Jaga does not give a guarantee on faulty equipment due to incorrect handling and/or use of the equipment, the dropping of the equipment or the transport without the necessary precautions, or for all equipment that is built in, in a way that it cannot be reached normally.
- In all cases where the guarantee is granted but where the intervention occurs later than 6 months after the start of the guarantee, and in all other cases, labour and transportation costs are calculated according to scales set by Jaga. Customers can get information on those scales either from our sales administration personnel, or from the maintenance engineer.
- All interventions not covered by the guarantee have to be paid in cash to the maintenance engineer.
- The guarantee starts on the date of the invoice. If the invoice is not available, the serial number or the date of production prevails.
- Only the courts of judicial district Hasselt (Belgium) are authorised to deal with disputes arising from this guarantee. It will apply Belgian law even when sales involved are subjects of EU member states as well as non-EU member countries.



## DURATION OF THE WARRANTIES

Type equipment	Low-H <sub>2</sub> O Heat exchanger	Electric spare parts	Other spare parts
Knockonwood / Strada / Linea Plus / Tempo / Mini / Play / Installation in a wall recess / Mini Canal	30 years	---	10 years
Strada Hybrid / Installation in a wall recess Hybrid / Knockonwood DBE / Mini Freestanding DBE / Mini Canal Hybrid	30 years	2 years	10 years
DBH unit / Electric element	---	2 years	---
Sani Electric	---	2 years	5 years
Valves for Low-H <sub>2</sub> O heat exchangers / Jaga Deco valves	---	---	3 years
Clima Canal / Micro Canal / Brise / Briza / Vertiga Hybrid/ Freedom Clima	5 years	2 years	10 years
AVS Unit heater	5 years	2 years	5 years
Iguana / Sani Basic / Deco Space / Panel Plus / Tetra / Heatwave	---	---	10 years
Towel rail	---	---	5 years

# CONDITIONS OF SALE

## General

All quotations, order confirmations, purchase orders, invoices and other documents issued by Jaga N.V. and agreements entered into with Jaga N.V. shall be subject to these General Terms and Conditions of Sales and Delivery.

These can be found on the Jaga N.V. website: [www.jaga.com](http://www.jaga.com).

The customer shall be deemed to have accepted the present General Terms and Conditions of Sales and Delivery by the mere fact of placing his order. General Terms and Conditions of the customer, under whatever name known, that deviate from these General Terms and Conditions of Sales and Delivery of Jaga N.V., shall not be applicable and cannot be used against Jaga N.V., unless Jaga N.V. has expressly accepted the same in writing prior to entering into any contract.

Subjects that have not been described in these terms and conditions shall be governed by generally accepted rules of Belgian law.

## Orders

An order shall only be deemed to have been accepted if confirmed by Jaga N.V. by letter, fax or e-mail or any other form.

The order confirmation shall determine the content of the agreement between the parties, unless the customer notifies inaccuracies if any in the same within 24 hours after receipt of the order confirmation, and implements corrections in the same. This also applies with respect to the acceptance of the present General Terms and Conditions of Sales. The order confirmation thus corrected and returned by Jaga N.V. shall then determine the content of the agreement between the parties.

Once an order has been accepted by us it cannot be cancelled without our written approval. Deals made are personal and may only be transferred by mutual agreement. The customer may only modify or cancel an order of a standard item provided the buyer accepts all the costs arising from this modification/cancellation.

Sums between 10% and 100% of the value of the goods will be charged in addition to the normal price for all goods cancelled. An order placed by the customer for custom work or a nonstandard colour cannot be cancelled or modified.

## Delivery times

Delivery times given are indicative. Unless otherwise agreed in writing, Jaga N.V. may not be held responsible or found guilty of breach of contract if there is a delay in delivery. Nor may Jaga N.V. be held liable if it is unable to fulfil its obligations in respect of the delivery of goods or services if the non-delivery is the result of circumstances beyond the direct control of Jaga N.V. Wars, strikes, lockouts, bad weather and all causes which prevent the receipt of raw materials, fuels and other energy or hinder the normal production or shipment of goods and in general all causes beyond our control will be considered at least, although not exclusively, as force majeure and shall discharge Jaga N.V. from any liability, even if it was agreed that the delivery times are binding. These circumstances may not be invoked by the buyer in order to claim compensation. In all these cases Jaga N.V. reserves the right to postpone delivery or even to terminate the contract.

## The price

Unless stated otherwise, all our prices exclude VAT. The products shall be invoiced at prices and exchange rates, as stated and accepted in the order confirmation, together with transportation costs if applicable (see below).

## The payment

The invoices are payable 50% before production and 50% before shipment, without any deduction of discount, unless otherwise stated in writing on the invoice. When the goods are delivered in two or more parts, then each one will be invoiced separately and

has to be paid separately. From their due date all unpaid invoices will be increased, by law and without formal notice, by an interest based on the reference interest increased with an additional 7 percent and rounded-up to the nearest half a percentage point (art. 5, Act 02/08/2002). In addition, all unpaid invoices will be increased, by law and without formal notice, by a fixed compensation of 10% of the due amount on the invoice, except when the real collection charges - including the costs for legal assistance - should be higher (art. 6, Act 02/08/2002). The default of payment at the expiry date gives the vendor also the right to cancel the current agreement in total. This is applicable to the goods which still have to be delivered as well as the goods already delivered. No complaint of any kind whatsoever will release the buyer from the obligation to respect the expiry/due dates, even if the complaint has been considered by us and is valid. The buyer binds himself to respect these expiry dates, even in case of complaint.

## Reservation of Title

Title to product supplied by Jaga N.V. will only be transferred to the buyer when the buyer has paid the indebted purchase price in full. The buyer does not have the right to transfer title to the goods, which remain the property of Jaga N.V. until payment in full is received by Jaga N.V., to a third party without the express written permission of the Jaga N.V.

## Product modifications

We reserve the right to modify our products to a limited degree (slight modifications) and at any time after being ordered by the customer in order to bring about improvements that will be to the benefit of the customer. Even in instances of sale by sample, Jaga N.V. is not bound to deliver an absolutely identical model.

## Delivery risk

Notwithstanding the Reservation of Title above, all risks to which goods supplied by Jaga N.V. may be exposed shall be borne by the buyer as soon as the goods have been delivered to him. The goods shall be inspected by Jaga N.V. and/or its agents and placed in transport in perfect condition. Our haulier is responsible for any damage caused during transport and delivery. Notification by the purchaser of any damaged goods must immediately be indicated on the delivery note, or via e-mail to [export@jaga.be](mailto:export@jaga.be), or by fax: +32 11 29 41 60, or by letter to Jaga N.V.'s registered address, within forty-eight hours of delivery. This notification will be deemed to have been received only if acknowledged in writing or by e-mail by Jaga N.V.

## Postponed deliveries

If delivery of any goods is postponed by the purchaser after an order has been received and acknowledged by Jaga N.V., Jaga N.V. reserves the right after a period of three months from the date of the order acknowledgement to invoice in full for the goods ordered by the purchaser, or to cancel the sale agreement. Jaga N.V. retains the right to cancel the sale agreement without formal notice and without prejudice to the right to claim damages and/or interest from the purchaser.

## Complaints

The customer should lodge complaints concerning the invoice and/or the related delivery to Jaga N.V. in writing, within 8 days of the invoice date, or after the delivery. Any complaints relating to hidden defects should be immediately notified in writing to Jaga N.V. after discovery of the same by the customer. Such written notification must be accompanied by the order or invoice number and date, along with a clear description of the complaint, preferably accompanied by photographs.

## Returns

Correctly executed orders may not be returned to Jaga N.V. Returns may only be accepted by prior agree-

ment and with the express written authorisation of our commercial department. When requesting a return, the order or invoice number- and date must always be quoted. Jaga N.V. shall only consider a refund if the goods are returned undamaged, in the original packaging and suitable for re-sale. The seller shall always be entitled to charge transport, handling and administrative costs.

## Warranty

The warranty given by Jaga N.V. differs from product to product. The details and duration of the warranties are given in the various catalogues and on our website: [www.jaga.com](http://www.jaga.com). In the event of an onward sale the buyer undertakes to make our general and specific warranty conditions available to his own customer. In any event the buyer shall agree to protect us from any consequences of claims which may be made against us by his customer and which may exceed the limits of the claims which the buyer himself could have made against us.

The guarantee for radiators shall expire in all instances in which the same are placed in a swimming pool (chlorine smell), a sauna, shower or above a bathtub with shower facility.

## Disputes

The present transaction shall be governed by Belgian law. The courts of the district of Hasselt, Belgium will have the jurisdiction to settle the disputes which could arise in between Jaga N.V. and its customers. In case Jaga N.V. holds it necessary, Jaga N.V. will sue its customers at the tribunals of their domicile or at the place in Belgium or abroad where their main establishment is.

## Deviations

Any individual agreement to amend these terms and conditions must be confirmed by Jaga N.V. in writing and is applicable only to the transactions referred to in that written correspondence.

# jaga

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The information in this price list is correct at the time of printing.  
Jaga reserves the right to change product specification at any time in line  
with our policy of continuous improvement and innovation.  
All prices in Euro, exclude VAT. Prices valid from 1st January 2019.  
Replaces all existing price lists.