

CERTIFICATE OF CONFORMITY



PRODUCT CONFORMITY AND CONSUMER RIGHTS

DECLARATION OF CONFORMITY

SC ZACONEX SRL, based in 327 Mihai Viteazu St., Harman, Brasov County, with registration certificate J08/1256/1992, declare at our own risk that the product delivered with this warranty certificate:

- is manufactured and complies with the effective European Regulations and Standards in terms of quality;
- nu pune în pericol sănătatea, viața, securitatea muncii și protecția mediului, respectând prevederile art. 4 din HG nr.1022/2002, cu condiția racordării la coșul de evacuare a gazelor arse conform indicațiilor din catalogul produsului.

The seller shall be held liable before the consumer, according to Law 449, for any lack of conformity existing upon the delivery of the products. The seller's liability shall be assumed if the lack of conformity occurs within 2 years, calculated from product delivery. After this term, consumers may claim the correction or replacement of the products which cannot be used for the purpose they were manufactured, following hidden flaws occurred during the average duration of use, according to the law. For products the average duration of use of which is less than 2 years, the term within which the seller's liability is assumed shall be reduced to this duration.

In case of lacks of conformity, the consumer shall have the right to have the products brought in conformity, free of charge, by correction or replacement, or benefit from proper price reduction or contract cancellation regarding those products.

In case of lacks of conformity, the consumer shall have the right, first of all, to demand the seller to repair the product, or to demand product replacement, free of charge whatever the case, except for the situation in which this request is impossible or disproportionate.

A corrective measure shall be considered as disproportionate if it requires costs from the seller which are unreasonable compared to the other corrective measure, taking into account:

- a) value of the products if there was no lack of conformity;**
- b) importance of the lack of conformity;**
- c) if the other corrective measure could have been achieved with no significant drawback for the consumer.**

A corrective measure shall be considered as impossible if the seller cannot provide identical products for replacement or spare parts for repair, including following the lack of machinery or related technology.

Any repair or replacement of the products shall be made within a maximum period of 15 calendar days, jointly agreed upon between the seller and the consumer, and with no significant drawback for the consumer, taking into account the nature of the products and purpose for which he has requested the products.

The wording “free of charge” refers to the costs necessary to bring the products in conformity, including costs for post, transport, handling, diagnose, expertise, dismantle, assemblage, manpower, materials used and packaging

The consumer may request a proper price reduction or contract cancellation in any of the following situations:

- a) if he does not benefit from either product repair or replacement;**
- b) if the seller failed to take the corrective measure within a reasonable period of time;**
- c) if the seller failed to take the corrective measure without significant drawbacks for the consumer.**

The consumer shall not be entitled to require contract cancellation if the lack of conformity is minor.

The consumer shall inform the seller about the lack of conformity within two months from finding it. Until otherwise proven, the lack of conformity occurred within 6 months from product delivery shall be presumed as having existed upon delivery, except for situations in which the presumption is incompatible with the nature of the product or the lack of conformity. After this term, the consumer shall be asked to prove the lack of conformity upon delivery.

Bringing the product in conformity according to Law 449 shall follow one of the ways presented in the warranty certificate.

Aducerea produsului la conformitate în condițiile L 449 se realizează printr-una dintre modalitățile prezentate în cadrul certificatului de garanție.