



RITTAL GmbH & Co. KG · Postfach 16 62 · D-35726 Herborn

RITTAL GmbH & Co. KG
Auf dem Stützelberg
D-35745 Herborn
☎ +49(0)2772 505-0
☎ +49(0)2772 505-2319
✉ info@rittal.de
🌐 www.rittal.de

Manufacturer's warranty (effective from date of manufacture 01/01/2008)

Rittal provides the customer with a 24-month "Rittal manufacturer's warranty" from the date of manufacture, for the following product groups, provided that they are utilised within the scope of intended use (see operating instructions): enclosure climate control (SK), recooling systems (RK), air/air and air/water heat exchangers (LLWT and LWWT), climate control doors (KTS) and all items of the RimatriX5 (RM5) IT infrastructure product range.

If during the period of warranty, i.e. in the period of 24 months after the date of manufacture, any defect occurs in the contractual product which considerably impairs the functionality of that product, Rittal will eliminate the defect at its own discretion by service provided over the phone or, if required, by replacement, repair and any other measures within a reasonable period of time. It is also possible for Rittal to provide the customer with the replacement parts required for the elimination of the defect, provided that this is not inappropriate for the customer.

Within the scope of its warranty cover, Rittal bears all costs associated with the posting, deployment and accommodation of its staff and the replacement or repair of parts, provided that the fault has occurred within the scope of proper use of the contractual products and the costs are not increased owing to the fact that the contractual products have been transported to a place other than the original place of delivery. Beyond that, Rittal bears the costs required for procurement and delivery of the replacement parts up to the original place of delivery.

The parts delivered as or for replacement are new or equivalent to new ones and in perfect operative condition. Replaced parts will become property of Rittal; the customer guarantees that there are not any legal impediments to such transfer of product and ownership which might result from third party rights.

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ENCLOSURES

POWER DISTRIBUTION

CLIMATE CONTROL

IT INFRASTRUCTURE

SOFTWARE & SERVICES

RITTAL GmbH & Co. KG, Herborn, HRA 6126, Amtsgericht Wetzlar
Persönlich haftend: RITTAL Management GmbH, Schwende
Geschäftsführung: Friedhelm Loh (Vorsitzender), Hans Sondermann, Dr. Thomas Steffen, Hermann Tetzner, Michael Weiher

FRIEDHELM LOH GROUP



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There are the following preconditions for warranty cover:

1. The relevant device can be clearly identified by means of its serial number.
2. External factors, such as fire, vandalism, unauthorised intervention, too high temperatures etc., or normal wear, are ruled out as a cause.
3. The devices have not been modified, except that such modifications have been made by authorised Rittal staff/partners.
4. The devices have always been used properly in accordance with the documentation.
5. Installation, operation, repair and maintenance are performed according to the specifications provided by Rittal. This means in detail:
 - a. Installation, setup and assembly are performed according to the operating and assembly instructions and by an appropriately qualified specialist.
 - b. Any repair which becomes necessary in a warranty case is solely performed by a Rittal employee/partner.
 - c. The relevant device is solely used in connection with compatible products.
6. The damage has not been caused by relocation of the device performed by unauthorised staff.

The following items are not included in the warranty cover:

1. Measures for the elimination of malfunctions which are attributable to operating errors, any other improper handling, technical interventions on the part of the customer or third parties or to external influences for which Rittal does not bear responsibility;
2. Costs of replacement parts which are subject to particular wear, of consumables and data carriers;
3. Repair of accessories, modifications, directly attached constructions or any other equipment;
4. Electrical work beyond the service products;
5. Repair work if the ambient conditions stipulated in the documentation have not been complied with.

Any claims under this warranty must be made with Rittal in writing within one month after occurrence of the malfunction.

Any further claims, in particular claims for damages, are not covered by the warranty. The statutory liability for defects remains unaffected by this warranty.