

Bamiko Regular Warranty Terms

1. These warranty terms and conditions (herein after referred to as the “Warranty conditions”) are a statement on the **quality warranty** as of Article 2113 Act no. 89/2012 Coll. of the Civil Code as amended (herein after referred to as “NCC”).
2. The quality warranty applies to the Swimwear Spin Dryer / OD-100 (herein after referred to as the “Products”).
3. The Seller hereby states to provide the Buyer with quality warranty on the Products in the length of 13 months (herein after referred to as the “Regular Warranty”), the Seller undertakes that during the warranty period the Products purchased by the buyer shall be of sustainable quality and properly functioning. The Regular Warranty commences upon the dispatch day of the Product from the Seller’s place of business.
4. The Regular Warranty does not apply to the usual wear of the purchased Product’s rubber cuff located on the inner drum.
5. These Warranty conditions also apply to the purchased Products’ spare parts, then the Regular Warranty with shortened length of 6 months (not 13 months) shall commence upon the day of dispatch of the Product’s spare parts from the Seller’s place of business.
6. The Regular Warranty is applicable under these Warranty conditions and at the same time upon fulfilling all of the following conditions, should even one of the conditions be breached, the buyer loses the buyer’s right to warranties that arose from these Warranty conditions:
 - 6.1. The instalment of the Product is to be done by the Buyer in compliance with all the requirements stated in the User and Installation Manual. Instalments of parts of the Products and spare parts are to be done by the Buyer in compliance with instructions from the Seller and in the User Manual.
 - 6.2. In the event of replacement of Product’s defective components, there shall be used only the original components and spare parts from the Seller.
7. The warranty especially covers defects arising as a result of defective material used for producing the Product, its components or spare parts, or due to faulty manufacturing process that resulted malfunction. The warranty does not cover defects arising as a result of mechanical damage, inappropriate placement which is in contrary with Installation and User Manual, inappropriate way of handling, failure to respect the Product’s User manual instructions and the Technical and service documentation, operating under special conditions unforeseen by the manufacturer, use for purposes other than for which the product is designed. The warranty does not cover the normal wear and tear of the Product. **Regular Warranty does not cover water damage caused by faulty Product Installation and due to lack of cleaning and maintenance.** Removal of the top cover and any other procedures as described in the Maintenance and User Manual will not invalidate the Regular Warranty.
8. **Faulty Product must be sent back to the Seller’s registered office or the Bamiko’s Distributor office in the original packaging, including steel plate that prevents the engine from movement.** The buyer sends the claimed Product and/or spare parts exclusively at its own expense without entitlement to reimbursement. Any damaged received during transit due to improper packaging by the Buyer shall be fully chargeable – parts and labor time. Original packaging is available from the Seller, chargeable to the Buyer.
9. The warranty claim procedure begins with the date of delivery of the claimed Product and/or spare parts to the Seller, Seller’s registered office or the Bamiko’s Distributor office.
10. In the event that the buyer’s eligibility for warranty repair is justified by the Seller, then the warranty repair is done without delay and the transport costs of the repaired Product shall be paid by the Seller.
11. In the event that the buyer sells the Product as a part of his business operations to a third party, the buyer undertakes to provide to the third party quality warranty on this Product in the length of at least 12 months. The obligation of the buyer to provide this warranty towards the third party is valid only if that third party ensures to comply with the Regular warranty conditions pursuant to section 6 of the Warranty conditions herein.
12. Limitation of Regular Warranty
 - 12.1. The Seller shall not be liable for repair under Regular Warranty in case that large amount of water have been poured into the Product, when lack of cleaning and maintenance caused water to overflow, when the Product was damaged from vandalism or negligence and in case the Product was installed in contrary with the Installation and User manual.
 - 12.2. The Seller shall not be liable for repair under Regular Warranty in case the Product was damaged as a result of lack of cleaning and maintenance, which led to drain clogging and water overflow (including but not limited to non-removal of blockages from outer drum). Any blockages must be removed promptly and the waste drain hose must be checked regularly as stated in Weekly and Monthly Maintenance Manual.
 - 12.3. The Seller reserves the right to apply additional cleaning charges in case the Product was not cleaned and maintained according to the Weekly and Monthly Maintenance Manual during Regular Warranty period.
 - 12.4. The Seller shall not be liable for repair under Regular Warranty in case the Seller modified the Product or used non original parts that were not supplied by the Seller.
 - 12.5. The Seller reserves the right to apply administrative fee in case the Product was sent for repair and was in full working order upon arrival to the Seller.