

CERTIFICATE OF WARRANTY

For the watertightness of the pool's body and pipe system

1. The contractor NIVEKO s.r.o., IČ: 607 45 801, based at U Dvora 219, 687 51 Nivnice, Czech Republic, gives a 5 year guarantee (namely: five years) for the watertightness of the pool's body and the pipe system attached to it from the day of the delivery (installation) of the pool. With this warranty NIVEKO s.r.o. guarantees the watertightness of the pool and its pipe system for the period specified herein. If there is the term "pool" used within this certificate of warranty, it means not only the body of the pool itself but also the pipe system attached to the pool's body.
2. The customer is under obligation to inform NIVEKO s.r.o. of a defect (i.e. damage to watertightness) without undue delay after the discovery of such fault. Any delay in informing whilst the pool is still in continued use can result in worsening of the defect, depreciation of the pool and can also be a reason for unjustified complaint.
3. The announcement of a defect must be done either personally by the customer at the headquarters of NIVEKO s.r.o., in which case NIVEKO s.r.o. will write up a protocol about this claim, documenting brief description of the defect, or under what circumstances has this defect happened. Or, another option is to send a letter to this email address: niveko@niveko.cz. This written notification must also include the description of the defect, or under what circumstances has this defect happened and contact data about the customer, including a telephone number, by which the customer can be reached.
4. NIVEKO s.r.o. will provide the repair of defect free of charge within 30 days from the claim being made at the latest, or, in the event of valid reasons (especially for reasons of a long journey to the customer) NIVEKO will arrange a later repair date.
5. By prior arrangement with NIVEKO s.r.o., the customer must allow the repair to be carried out by enabling access to the pool, access must be allowed in all the places needed for the repair process, esp. uncovering the pool from the outside, etc. The pool must be handed over for repair unfilled and clean.
6. The warranty period doesn't run during the time when the customer isn't able to use the pool due to the defect claim. However, the repair does not start a new warranty period.
7. The customer loses the claim for a repair free of charge during the warranty period if after the purchase, he doesn't follow the instructions according to the "manual for use" and "the installation manual" while carrying out the installation, maintenance, cleaning and operating procedures. In addition, the customer loses the warranty claim if he, or any other person acting with the customer's consent, carries out any repairs or alterations to the pool and its accessories, which could contribute to the defect appearing.
8. NIVEKO s.r.o. is not liable for faults related to the warranty cover if these faults were caused by external events after delivery of the pool and were not caused by the contractor NIVEKO s.r.o. or persons, who helped to carry out the obligation.
9. In instances, when the warranty claim won't be justified due to reasons stated by NIVEKO s.r.o. above, the customer is aware of his obligation to reimburse the costs connected with the journey to the customer and the inspection or relevant repairs of the pool to NIVEKO s.r.o.

10. Provision of such guarantee neither affects the customer's rights, which relate to the purchase or manufacture of the product, according to specific legislation, nor are the customer's rights affected resulting from other faults of the pool and its accessories, that are not covered by this warranty.

11. The rights from liability for the faults of the pool according to this certificate of warranty as well as the purchase contract (or performance contract) itself and claims provided by it, adhere to the legal order valid in the Czech Republic. In case of equivalents in different languages, Czech language version is final.

NIVEKO. s.r.o.



The customer hereby confirms that he is aware and that he agrees with the guarantee conditions according to this certificate of warranty

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Date

Signature