

The logo for CleanAir, featuring the word "CleanAir" in a blue sans-serif font. To the right of the text is a blue circular icon composed of a grid of small squares, with some squares missing or faded, creating a stylized globe or network effect.

CleanAir

Your filtration's support

A top-down view of several hands in business attire pointing at various documents spread out on a white table. The documents appear to be technical or administrative forms with tables and text. The hands are positioned around the documents, suggesting a collaborative review or discussion.

COMPLAINTS AND RETURNS HANDBOOK

MAY 2022

Rev.01

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■ Introduction

The procedure for control and handling of non conformity is intended to prevent any potential critical issue as well as to provide you with a better sales and after sales support. An essential aspect to be taken into consideration is the return of goods to the company CleanAir Europe Srl, mainly as far as related costs are concerned. Therefore, it is highly recommended to comply with some basic rules of storage, so that to avoid any further objection that will eventually lead to penalties and relating increase in the estimated costs. As far as nonconformity procedures are concerned, please see par. 12, general conditions of sales.

■ Notes

The red and green boxes inserted in this document show whether the topic at issue is contestable or not.

■ Contestable

■ Incontestable

CHAPTER 1: RAW IRON CAGE

After goods loading in trucks/containers and their shipping no warranty is granted (EXW)

Incontestable



1.1 Storage

It is highly recommended to keep the crates away from water. For further details, see "instruction for correct storage and handling".
In case of outdoor storage, the guarantees decay.



1.2 Oxidation phenomena

Raw material is subjected to rapid oxidation: widespread rust phenomena

Incontestable



2.1 Weather conditions



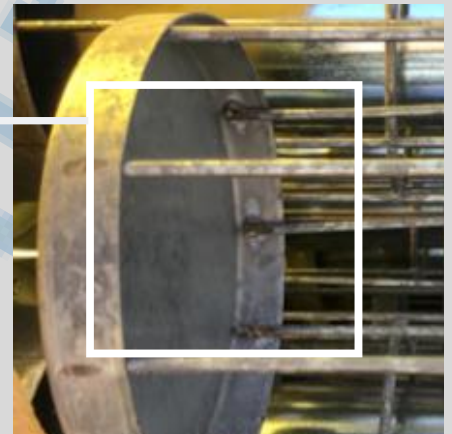
The exposure of the cages to the harsh weather can bring about widespread oxidation phenomena in the short term.

In case of outdoor storage, the guarantees decay.

Incontestable ■

2.2 Rashes

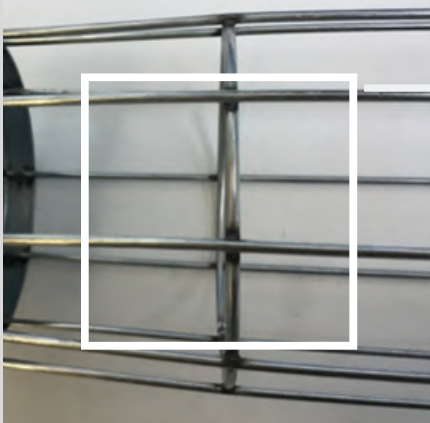
Should the cage be exposed to the harsh weather, it could happen that it can be damaged from the aesthetic point of view: the surface of longitudinal wires, of rings and of the other cage components, can show traces of zinc oxide. Despite these phenomena, the technical characteristics of the cage do not change in the short term.



The aesthetic aspect is not object of dispute.

Incontestable ■

2.3 Burnings/Weldings



During the production (welding of longitudinal and ring wires) the burning of zinc causes a black glow around the welding points. Because of this phenomenon the presence of zinc around the welding points will be lower than the rest of the cage, yet sufficient for preserving the technical characteristics of the material in the short term. This means that the protective function of the covering is preserved.

Incontestable ■

2.4 Surface stains caused by water exposure

Should the cages be exposed to the harsh weather for a long time, not only rashes, but also signs of rust on weldings can be spotted.



Incontestable ■

3.1 Opacity caused by sunlight exposure

All the cataphoresis treatments, and EcoHpc Plus treatment in particular, can lose their brightness and appear opaque as consequence of sunlight exposure. Should this phenomena occur, the technical characteristics of the product will remain unchanged in the short term. For further details, see “specification on cataphoresis treatment”

Incontestable



3.2 Welding points with small rushes

Over time and because of sunlight exposure, the colour on welding points (between longitudinal and ring wires) may alter. If that happens, the technical characteristics of the treatment will not change

Incontestable

3.3 Friction during transportation

During transportation the cages can be overlapped and this can bring about scratching between them. Despite this fact, the peculiarities of EcoHpc cataphoresis treatment ensure that the rust will not spread out.

Incontestable





3.4 Superficial treatment

If the material reaches the final destination in way as it is shown in this picture, a non-conformity point can be issued because this mean that the superficial treatment has been carried out wrongly.

Contestable ■

3.5 Prohibition of outdoor storage

It is highly suggested to stock the cages just and only under cover and away from humidity zone. It is highly suggested not to expose the cages to the elements.

In case of outdoor storage, the guarantees decay.

Incontestable ■



3.6 Hooking points

Because of the industrial process, some points on cages surface will not be completely covered by coating. Despite this, the rust will not spread out due to EcoHpc plus cataphoresis treatment.

The aesthetic aspect is not object of dispute.

Incontestable ■

4.1 Superficial appearance




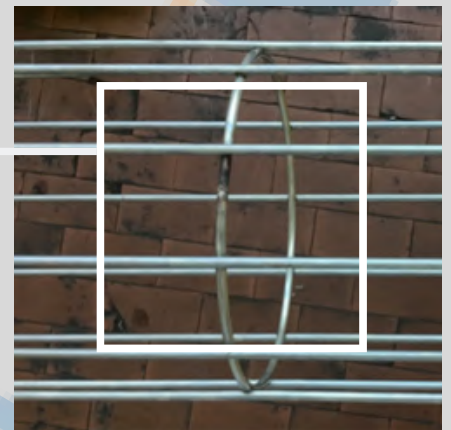
If properly pickled, the cage will appear polished or superficially homogeneous. The widespread presence of dark spots is reason of non-conformity.

Contestabile 

4.2 Black points on welding

If not properly pickled and passivated, the cage will present black points on welding.

 Contestabile



4.3 Pickling and passivation


The cage has been properly treated, even if appear stains of calcium due to the harsh weather.

Incontestabile 




4.4 Material identification test with magnet

The test carried out with means of magnet is not reliable for material identification.

Incontestable 

4.5 Professional material identification test

It is necessary to identify the material using the proper instrument for material analysis (XRF Analyzer)

 Contestable



4.6 Prohibition of outdoor storage

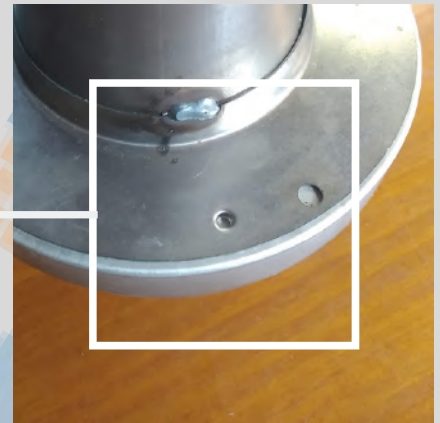
Concerning crates containing Aisi 304 L and Aisi 316 L cages, it is suggested to stock them just and only under cover and away from humidity zone. It is highly suggested not to exposed them to the harsh weather conditions. For further details, see “instruction for correct storage and handling”.

Incontestable 

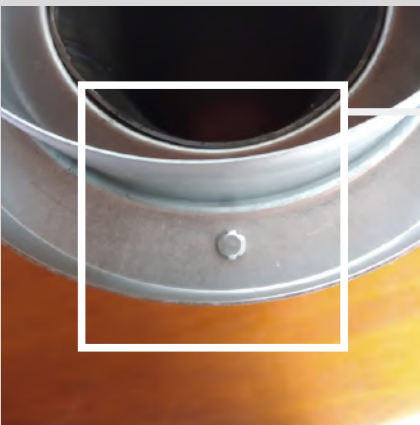
CHAPTER 5: MATCHING VENTURI/COLLARS

5.1 Flange drilling

Despite the fact that the product is clinched or welded, on flanges and collars of venturi can be spotted drilling points due to the matching of venturi with the rivets.



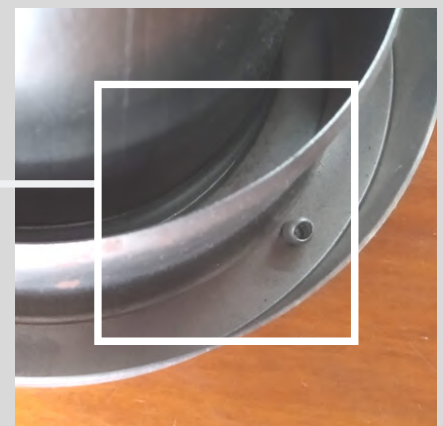
Incontestable



5.2 Clinching

When the venturi is clinched to the collar, a little thickness is present on the internal flange of collar.

Incontestable



5.3 Riveting

When the venturi is riveted to the collar, the rivet itself could interfere inside the flange during the installation of the cage.

Incontestable



5.4 Prohibition of walking over venturi or loading weights

The processes of welding/clinching/riveting of venturi to the collar allow the matching of the two products. Nevertheless, these processes are not intended to guarantee a structural holding. It is therefore forbidden to walk on venturis or to rest weights on them; the venturi can even not be used as a gripping point for handling.

Incontestable

CAPITOLO 6: WELDING OF VENTURI

6.1 Creasing

The process of realizing tubes venturi presents a creasing/welding at all-height.

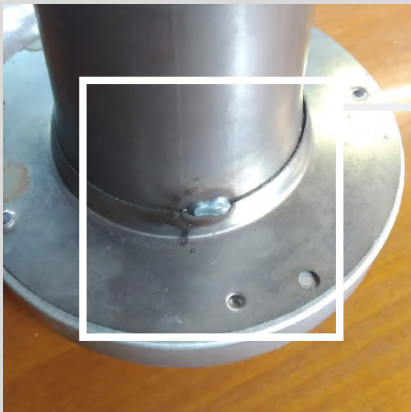
Incontestable



6.2 Welding

The matching of flange and venturi is done by mean of welding and various material is added on different points. The welded joints have NOT a structural function, hence the whole part should not be charged with anything. The area can present some darker parts.

Incontestable



7.1 Usage and propriety of assembly instructions and manuals



In the event of a wrong assembly, the related warranties will laps automatically. (Make reference to the installation manual)

7.2 Warps

The transportation or the incorrect handling of the cages and junctions can cause a deformation/ovalization of them, resulting in the inability of implementation.

Incontestable



7.3 Wrong execution

The presence of non-bent wire during the production phase, as shown in the photo, is subject to dispute.

Contestable

7.4 Perpendicularity (measuring e tolerance)

If specifically required by the client, CleanAir Europe will make available the ad hoc specification.



7.5 Burrs on cut rings

The presence of burrs on rings can prevent the usage of the filter bag as well as the assembly of the cages.

Contestable



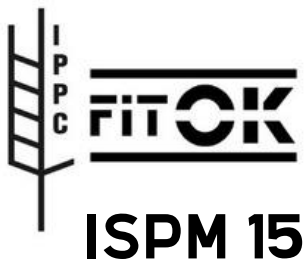
8.1 Storage and handling

It is compulsory to observe the information provided on the instruction for correct storage and handling manual. Please ask for it to our sales department or scan the QR code.



8.2 Fumigation/trade/ISPM 15

CleanAir makes use only of fumigated wood. The company has the ISPM 15 certification and all the crates are marked with ISPM symbol. If this symbol is missing on the crate, please inform CleanAir.



Contestable



8.3 Deformation of cages inside the crates

Despite technical solutions adopted by CleanAir, the cages may be subjected to distortion during carriage and handling.



Incontestable



8.4 Handling

During handling with the forklift, the packaging must not be inclined to minimize the mechanical stress that can cause the deformation of the cage.

Incontestable



■ CAPITOLO 8: CASSE

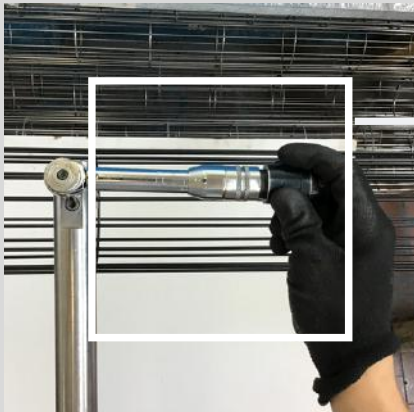
8.5 Handling of the cages with operators

The handling of the cages on the ground must be carried out with two people, as shown in the photo, to avoid the deformation of the cages.

■ Incontestable



9.1 **Tightness test with torque wrench**



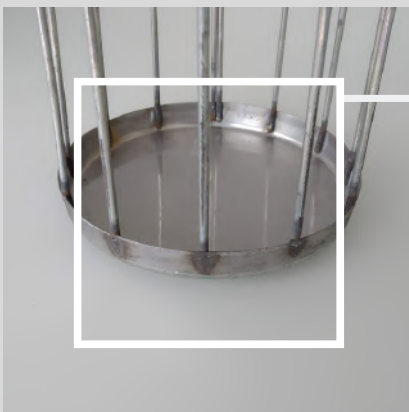
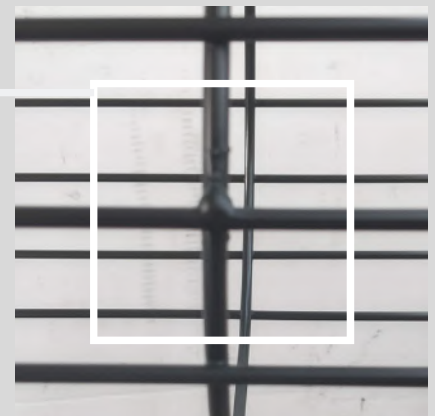
This test is carried out on the first cage of the production batch and afterwards on samples cages. It consists in calculating the tensile force on welding, based on the diameter of the longitudinal wire and it must resist more than 50kg. Any other test will not be accepted.

Incontestable

9.2 **Cage repairing**

During the production it may be necessary the welding between longitudinal and ring wires.

Incontestable




9.3 **Bottom part**

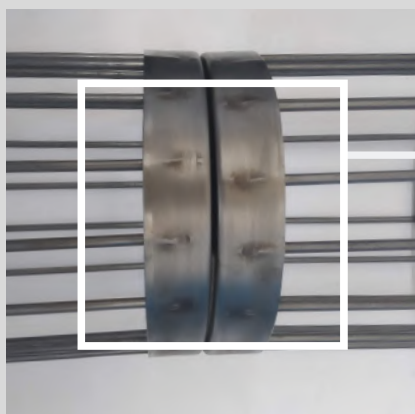
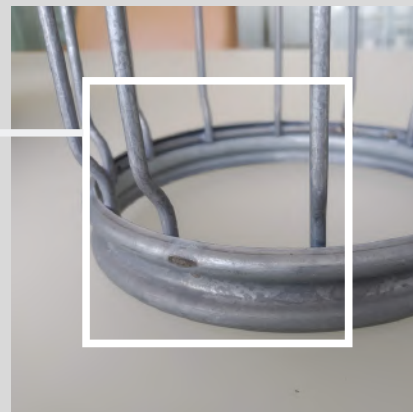
During the welding of the longitudinal wires to the bottom some dark points may appear.

Incontestable

9.4 Double G junction

(See welding of the bottom).

 Incontestable



9.5 Twist Lok

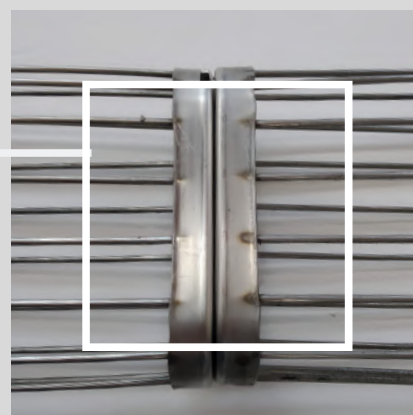
(See welding of the bottom).

Incontestable 

9.6 Slip Lok

(See welding of the bottom)

 Incontestable



CHAPTER 10: COMPONENTS

10.1 Components profile

Collars and bottoms are realized with sheets of various thickness, which are sharp by their nature. It is therefore necessary to handle them with the utmost attention, using the proper PPE.



10.2 Welding of bottom

During the welding of the longitudinal wires to the bottom, it is compulsory to put the wires inside the bottom.

Contestable



10.3 Deformity of bottom

During the production or the assembly, the components of the cage can undergo some small distortions, that will not undermine their technical functionality.

Incontestable



CHAPTER 10: COMPONENTS



10.4 Grappling of bottom

During the grappling of the longitudinal wires to the bottom, some streamlined parts on bottom may appear.

Incontestable



10.5 Welding of the longitudinal wires / collar

During the welding of the longitudinal wires to the collars, some dark points may appear.

Incontestable



10.6 Welding of the longitudinal wires / bottom

During the welding of the longitudinal wires to the bottom, some dark points may appear.

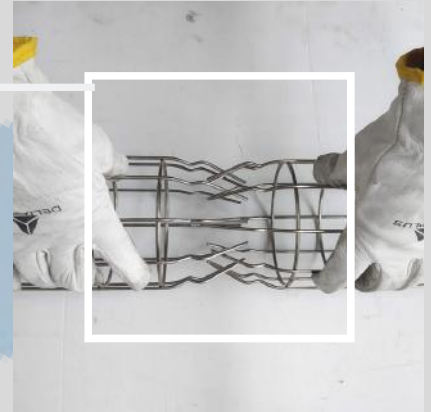
Incontestable



CHAPTER 11: HANDLING OF COMPONENTS AND USAGE OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

11.1 Assembly of junctions

As far as the assembly of junctions is concerned, please make reference to the tutorial video on CleanAir YouTube channel and to the related manuals provided by the sales department.



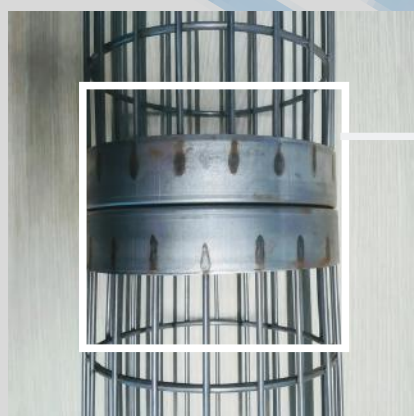
11.2 Usage of PPE

During the installation do protect eyes and hands and make use of the proper technical supports (clamps, rubber mallets, etc) and follow the correct instructions for use described by PPE guidelines.



11.3 Handling of cages

While handling/installing cages, make use of the proper PPEs in order to avoid any accident.



11.4 Twist Lok

While installing the cages, it could happen that the longitudinal wires of bottom and top parts of cage do not fit together.

Incontestable

CHAPTER 12: GENERAL SALES CONDITIONS, RESPONSIBILITIES AND GUARANTEES

Customer's responsibility to verify the operability of the guarantee. Decadence.

Customer's responsibility to verify the operability of the guarantee. Decadence.

Upon receipt of the Products the Customer is required to verify that they correspond, for quantity and type, to the transport documents, as specified in the order confirmation or in the accepted offer, and the bill of sale.

Furthermore, for the operability of guarantee rights, the Customer will be required to verify that the Products are free from faults, defects and anomalies before using them, and in any case, if before or during the use of the Products the Customer is aware of, or can reasonably suspect the existence of faults, defects or abnormalities, he will be required not to use them or to immediately stop all use, taking every precaution necessary to reduce or at least not exacerbate such defects and/or damage caused by these Products, thereby losing any right to the guarantee.

Costs and expenses for the verifications referred to in this paragraph, are and will remain the responsibility of the Customer, since it is his responsibility to do so.

Terms and conditions for contesting the supplies.

Communication by the customer regarding the existence of faults, defects, missing quantities, must be made in writing by registered letter to be sent to the registered office of CAE and must be complete and comprehensive, outlining in detail the problems encountered, as well as the exact reference to the provision in question, (order confirmation/accepted offer , number and date of invoice, delivery date etc..) placing the products at the immediate disposal of the CAE, in order to enable the same to become fully aware of the complaint.

The deadline by which the Customer must forward the communication to CAE in order to avail itself of the guarantee, is eight days from the date the Products are received, in the event of shortages of goods or faults, obvious defects or anomalies (i.e. that emerge upon inspection conducted by ordinary personnel), or eight days after their discovery, if hidden, or which emerged only when the Products were used, or eight days after the Customer receives complaints from the third parties to whom the products were sold.

By express agreement it is agreed that failure by the Customer to meet the terms, timing and manner described above when formulating any disputes will result in the immediate termination of any right arising from the guarantee offered by CAE.

Quantitative discrepancies in supplies.

Any differences in the quantity of Products delivered compared to what has been agreed upon, will not determine the right to terminate the contract nor suspend payments, but only to integrate the order with the missing products.

Purpose of the Guarantee.

CAE guarantees Customer that the Products are free from faults, defects and anomalies caused by the use of faulty materials, design, assembly or manufacture problems, as they are made in full compliance with national regulations, as well as the excellent quality of the raw material and good manufacturing practices, and that they have been subjected to random checks, all within the limits of what is contained in the product specifications that the customer declares to be aware of.

CAE, however, only guarantees that the Products delivered conform with those ordered and not that they meet the specific needs of the customer or any third party, unless specific contractual terms have been established, and are contained in the order confirmation or the accepted offer. Outside of what is stated here, CAE does not provide nor acknowledges any other guarantee, express or implied, including that of merchantability of the Products.

Duration of the guarantee

The duration of the guarantee offered by CAE on the Products is limited to twelve months from the date of receipt by the Customer, unless an extension of the duration is contractually agreed upon.

After the termination of the period guarantee (or any extension, if contractually agreed upon), no claim can be made against CAE by the Customer or any third party for any reason whatsoever.

The duration of the warranty offered by CAE on the Products is limited to twelve months from the date of receipt by the customer, unless contractually agreed an extension of the duration.

After the term of the warranty period (or any extension, if contractually agreed), no claim can no longer be invoked against CAE by the Customer or any third party for any reason whatsoever.

Cases in which the guarantee is not effective:

By express agreement, the guarantee will not be effective in the following cases:

- damage caused by transport;
- inadequacy of the type and characteristics of the products, compared to the system in which these are inserted;
- errors in design, size and plant operation;
- anomalies or malfunctions of any kind in the plant in which they are inserted;
- errors during installation, neglect, negligence, inability to use, disassembly;
- misuse and abuse of products compared to what is indicated in the specifications;
- composition of smoke to be filtered chemically and/or physically incompatible with the filtering Product
- wrong mode of storage, handling, preservation and maintenance of the Product;
- anomalies caused by climatic, environmental or other types of conditions;
- use of the Products mixed and/or combined with others from different sources or in a different condition of wear;
- tampering or direct attempts to repair or modify of the Products;
- late intervention to limit the consequences of any malfunction of the Product;
- failure to observe the directives issued by CAE;
- conscious use by the Customer of defective or spoiled Products, when the fault or defect is obvious or apparent, and could have been detected had the ordinary operator performed a control.
- pairing Products with inadequate and/or incorrect components;
- all that can be considered as normal wear and deterioration on the Product as a result of its use;

Guarantee operating conditions. Release and repeat clause.

By express agreement, the parties agree that the Customer cannot assert the rights of the guarantee towards CAE if the price of the Products has not been paid in full, under the conditions and within the contractually agreed terms.

The guarantee will be effective exclusively for the Products purchased directly from CleanAir Europe s.r.l. or its authorized distributors.

Special guarantees.

Guarantees provided if the Products are sold by the Customer to third parties.

Any special guarantees, must be agreed upon in writing directly with CAE at the time of conclusion of the contract, and expressly set out therein, whichever failing that under these GCS.

CAE will not be responsible or liable or responsible in the event that the Customer must release to third parties to whom it has sold the products, any guarantees in addition to those set forth herein, of whatever kind they may be.

Contents of the Guarantee.

If the complaint is timely and is accepted, CAE will - in a reasonable time – without appeal and in any case after verifying the Customer's needs:

- repair the products in dispute at its own expense, also asking that they be forwarded to its workshops at the expense and risk of the Customer;
- provide the Customer, free of charge, a batch of products with the same features and in the same quantity as those contested, which will be done ex- factory CAE (ex works);
- issue a credit note for the value indicated on the invoice of the Products contested in favor of the Customer .

Any Product replacement or repair shall not extend the guarantee rights, which shall commence from the time the original order is received.

The guarantee set forth in these GCS is absorbent and preemptorily in lieu of guarantees provided for by law, and excludes any other liability for CAE that originates from the Products supplied, in particular, the Customer may not submit claims for price reduction, suspension or termination of the contract or payments, waiving without exception - as of now - the use of actions or exceptions to such solutions.

Express limitation of damages payable by CAE

Except in the case of fraud or gross negligence on the part of CAE, any compensation for damage suffered by the Customer or third parties to which the Customer has sold its products, of whatever legal issue (including liability) shall in no circumstances exceed the selling price of each component of the defective spoiled or faulty Product, and in any case within the limits of the mandatory 10% of the total net value of the supply.

Improvements.

As part of its development activities, CAE reserves the right to make changes and technical improvements to any products which - without altering its essential and functional characteristics – will make it more safe and easy to operate. These changes may result in the termination of the sales contract.

Safeguard clause.

CAE has the right to withdraw entirely or in part from the sales contract concluded and from any negotiation, considering itself free from any responsibility for late or non-delivery, should the Customer be subject to protests, legal, monetary and ordinary proceedings, insolvency, arbitration procedures, and in all those cases in which, in a conservative opinion, the Customer cannot provide ordinary guarantees of solvency under a financial viewpoint, that is, its economic conditions have undergone aggravated changes.

Jurisdiction - Exclusive jurisdiction - Applicable Law. Integration and Severability of Terms.

Exclusive and binding jurisdiction, with the express exclusion for the Customer's right to appeal to a different court for each dispute regarding the interpretation, application, execution and termination of this contract the Court of Lecco shall be exclusive and binding, and the supply relationship will in any case be governed by the jurisdiction and by Italian law and in particular the Civil Code and also in the case where the Customer is company under foreign law, or the Products are to be provided outside the national territory. This provision will apply even in cases of joinder .



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