

## GENERAL WARRANTY TERMS AND CONDITIONS

### 1. SCOPE OF THE WARRANTY

1.1 The seller provides the buyer and, should the buyer resell the products, the end user (hereafter jointly specified as the 'buyer'), a ten year warranty on the products sold by the seller. The aforementioned warranty period commences on the date of delivery of the sold products, being the date of delivery ex works warehouse of the seller (Incoterms 2000).

1.2 The present warranty covers defects in the used materials, defects in the production of the products sold or structural faults. However, the buyer must demonstrate that such defects or faults are not directly or indirectly the result of:

- a faulty installation; a 'faulty installation' is to be considered, amongst others:
  - (i) any installation by an unauthorised and unregistered installer;
  - (ii) any installation that took place in violation with the instructions as detailed in the seller's technical manual;
  - (iii) any installation that has not been done according to the rules of good workmanship ('state of the art'); as well as
  - (iv) any installation for which the seller has received, within seven (7) days after the initial commissioning, however at the latest within one year after the aforementioned delivery of the sold products, the required form, fully completed and duly signed, supplied by the seller concerning the leakage test (delivered with the sold products as well as available in the seller's technical manual);
- the abnormal or incorrect use of the sold products; 'incorrect use' is to be considered, amongst others, any use that took place in violation with the instructions as detailed in the seller's technical manual;
- the lack of appropriate maintenance and (annual) checks;
- the use of incompatible spare parts or accessories;
- subsequent adjustments by the buyer;
- external factors.

1.3 The present warranty is only valid to the extent that said sold products were integrally paid by the buyer in accordance with the applicable terms of payment.

### 2. NOTIFICATION

To be able to invoke the present warranty, the buyer must notify the seller of the defect by registered mail, within the aforementioned warranty period as well as within seven (7) days following the determination of the defect by the buyer or following the moment that the buyer should have determined the defect. Furthermore, the defect must be determined jointly by the buyer and the seller, in which absence the buyer can no longer invoke the present warranty.

### 3. EXECUTION OF THE WARRANTY OBLIGATION

If the present warranty can be invoked, the seller shall, at his discretion, replace or repair the faulty part of the sold products or repay the corresponding part of the invoiced price. The buyer is, however, not entitled to claim any other compensation (such as, amongst others, however not limited to, compensation for indirect or consequential damages). Should, at the moment of invoking the present warranty, said sold products no longer be in production or an amended version is being produced, the seller is entitled to replace the faulty part with a similar item. Executing the warranty obligation by the seller during the warranty period shall under no circumstances result in an extension of the total duration of the warranty.

### 4. SUNDRY

The present warranty is without prejudice regarding applicable mandatory regulatory provisions.

The transfer of the rights of the buyer by virtue of the present warranty with respect to the sales can only take place providing the seller submits a written approval.