

# Terms and Conditions of Extended Quality Guarantee

These terms and conditions apply to all extended guarantees given by Georg Fischer Waga N.V. ("GF").

## 1. Extended Quality Guarantee

GF provides you an extended quality guarantee for period of a total of fifteen (15) years for the products GF has manufactured ("GF Products" or "Products") under the terms and conditions set out below.

You acknowledge and accept that the nature of this limited Quality Guarantee is not a defect liability guarantee related to sale of goods and GF assumes no liability of your contracting party, such as distributor or reseller, from whom you have bought GF Product.

## 2. Exclusions

The Quality Guarantee does not cover, and GF is not liable for any defect or damage arising from or relating to GF Products, which:

- a) are not selected, planned and installed and put into operation by a licensed and competent planner and installer in compliance with the current (at the moment of installation) installation instructions provided by GF as well as in compliance with all applicable codes and other requirements and guidelines;
- b) are connected to or used with products, parts or components manufactured by company other than GF, except for those approved or specified by GF;
- c) have been (temporarily or continuously) exposed to temperatures, ultraviolet radiation, pressures and/or other physical impact that exceed the limitations of the Products as stated in the instructions provided by GF;
- d) do not remain in their originally installed locations or are repaired, replaced or intervened with, without prior written consent of GF;
- e) show evidence of tampering, mishandling, insufficient maintenance, improper storage, neglect or accidental damage;
- f) are exhaustible or must be repaired or replaced due to normal wear and tear; or
- g) are defective due to any other reason for which GF is not liable

## 3. Claims and Remedy

Written notification of a failure must be received by GF within the above Quality Guarantee period and within thirty (30) days of first discovery of the claimed defect.

GF must, for purposes of determination of cause and testing, be provided with, or if GF so requires, granted access to all Products claimed to be defective.

The sole remedy under this Quality Guarantee and law shall be at the sole discretion of GF to (I) repair or replace the defective Product or to (II) refund the purchase price of the defective Product. GF shall have the right to engage the service of third parties of its own choice to perform any remedial measures.

Any Quality Guarantee claims made or repairs or replacement shall not extend the overall Quality Guarantee period.

## 4. Limitation of Liability

The above Quality Guarantee is the full extent of express warranties provided by GF. GF disclaims any warranty not expressly provided for herein, including any implied warranty of merchantability, fitness for a particular purpose, application or use. GF further disclaims any statutory or implied warranty. GF further disclaims any responsibility or liability for any indirect, incidental, special, exemplary, punitive or consequential damage or loss or for any claim, loss, expense or damage arising from any special, indirect, incidental or consequential damages, including without limitation any inconvenience, or any loss of time, use or enjoyment, or any loss or damage arising from use or ownership.

## 5. Miscellaneous

Any measures undertaken or recommended by GF in relation to a claim or to mitigate damage shall not be construed as GF acknowledging liability.

No deductions from any amounts owned by the purchaser or the user of the Products to GF may be made in relation to a Quality Guarantee claim. Such amounts shall be paid in full, and GF shall subsequently, as appropriate, credit the purchaser or user. Should any deductions be made, GF shall be discharged from all liability.

Any provision hereof which may be in whole or in part unenforceable under the mandatory laws governing this Quality Guarantee shall be void without affecting the validity of the rest of the said provision or a part thereof.

This limited Quality Guarantee and any claims arising from breach of contract, breach of warranty, or any other claim arising hereunder, shall be governed and construed under the laws of Switzerland, without regard to its conflict of law's provisions.