

Guarantee

The buyer shall inspect the goods immediately upon delivery and notify us without delay (within 8 days) in writing by email with read receipt or by registered letter of any defects apparent upon delivery of the goods. The date of receipt by us of notification of defect shall be authoritative. The buyer shall notify any hidden defects to us in writing immediately upon discovery. Otherwise, the goods shall be deemed to have been accepted.

No defect shall be deemed to exist in the following cases in particular:

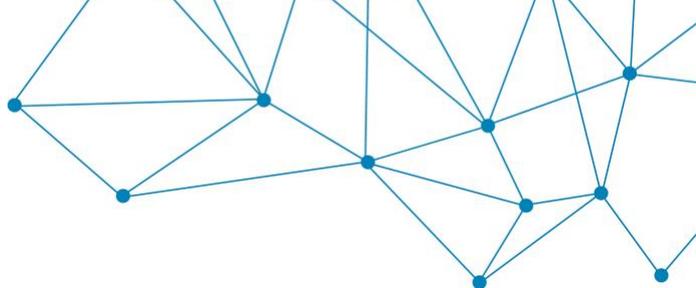
- in case of only insignificant deviation from the agreed quality,
- in case of only insignificant impairment of usability,
- in case of natural wear and tear,
- in case of damage occurring after transfer of risk due to incorrect or negligent handling, excessive stress or due to particular external influences not assumed under the contract,
- in case of damage due to lack of control, insufficient maintenance or a case of force majeure,
- in case of deviations of individual parts in surface, structure and/or color, insofar as they are due to production technology and are reasonable, in particular in the event of a color tone deviation of less than 1.5 Delta E measured using the colorimeter X.rite RM200QC.

Whatever the case, we do not offer any guarantee that the goods sold will meet the buyer's expectations. The buyer, having familiarized himself with the technical characteristics of the goods, has decided to purchase the goods on his own responsibility and in accordance with his needs. The partial or total impossibility of using the goods, in particular due to incompatibilities between appliances, shall not give rise to any compensation, reimbursement or liability on our part. We shall therefore not be liable, either to the buyer or to third parties, for the consequences of using the goods, whether for direct or indirect damage, damage to life and health, consequential damage, loss of profits or damage due to deterioration of equipment or loss of data stored by the buyer.

Nor shall we be liable if the delivered goods have been modified or repaired without our prior express consent, in the event of improper use or use which does not comply with the information set out in the instructions for use.

If, after notification of a defect by the buyer, no defect can be ascertained in the goods, the buyer shall reimburse us for the costs incurred in connection with the inspection of the goods.

If the goods exhibit a defect which already existed at the time of transfer of risk, we shall – subject to timely notification of the defect – provide subsequent performance within a reasonable period, by repair or replacement at our discretion. Claims for compensation by the buyer or reimbursement of unnecessary expenses due to repairs



carried out by the buyer prior to notification of defect and in the absence of consultation with us for the purpose of subsequent performance are excluded.

If subsequent performance fails, the buyer may – irrespective of any claims for compensation – withdraw from the contract or reduce the purchase price. We reserve the right, in the event of withdrawal or reduction, to offer the buyer a voucher for the amount of the purchase price in lieu of reimbursement of the purchase price.

If the goods are returned to us by the buyer in the event of withdrawal, we shall be entitled to charge the buyer a handling fee of 15% of the value of the goods.

The buyer's rights in respect of defects in the goods shall expire within twelve months after delivery of the goods to the buyer. In the event of defects in the product lines condensate and lifting pumps, manifold and HVAC-R meters for HVAC-R distribution, the buyer's rights shall expire within twenty-four months of delivery of the goods to the buyer. The limitation period is neither suspended nor extended by the replacement of parts or components.

Information on our website, in catalogues, price lists, brochures and other information material provided by us to the buyer, as well as information describing the product are in no way to be understood as a guarantee of a special quality of the goods; such guarantees must be expressly agreed in writing. Any liability for errors or incompleteness in photos or illustrations as well as in texts, information and product characteristics is excluded.

The software sold, or which is incorporated in the goods, shall remain our property and the buyer shall only receive a right to use it in accordance with the license provisions of the software manufacturers.