

# WARRANTY TERMS

## 1.1. Warranty and duration of the warranty

DAB Pumps Inc. ("DAB Pumps") is committed to supply Products in compliance with the agreement. A product is defective only if it is not delivered in accordance with the agreement due to faulty material, design or manufacturing on the part of DAB Pumps.

All the products, including spare parts are guaranteed against construction material and processing defects for a period of twenty-four (24) months from the date of purchase however not later than thirty (30) months from the date of the shipment (the "Warranty Notification Period"). Such date shall be demonstrated by the delivery document or the invoice issued by DAB Pumps, should such documentation not be available, the thirty (30)-month period shall be calculated from the date of production indicated on the product identification plate.

## 1.2. Warranty terms

- Product defects must be notified in writing to DAB Pumps without undue delay after customer becomes or should have become aware of the defect, and in no event later than before the expiry of the Warranty Notification Period.
- Subject to the terms of these warranty terms, DAB Pumps obligation under this warranty is limited to repair or replace, any product found to the satisfaction of DAB Pumps to be so defective, provided that such part is, upon request, returned to the DAB Pumps factory from which it was shipped, transportation prepaid by customer. DAB Pumps remedies defects as soon as possible within normal working hours.
- Parts and products replaced under warranty shall be warranted for twelve (12) months from the date of the repair, provided that the twelve (12) months' period does not expire before the expiry of the initial Warranty Notification Period for the product.
- The remedy of repair or replacement is the only remedy available to customer for defective products or services. Subject to DAB pumps' obligations as regards product liability, DAB pumps has no other or further liability to customer whether for breach of agreement, negligence or otherwise in respect of any defect in a product or service.
- The defective product or the various components replaced will be scrapped by DAB Pumps on behalf of the customer, unless requested by the customer to return the products. This request must be sent to DAB pumps within 5 days from the date of receipt. The shipping costs will be charged to the customer.
- The warranty does not cover any costs for removal and reinstallation if DAB Pumps products, or costs allocated to the installation of replacement products, including any products installed while repairs are being carried out. In no event shall DAB Pumps be liable (in contract, tort (including negligence), breach of statutory duty or otherwise) for loss of production, loss of turnover, loss of profit, loss of business opportunity, loss of data, loss of savings, loss of goodwill, loss relating to unauthorised access to data or systems, loss as a result of business interruption, or any other indirect or consequential losses of any kind whatsoever arising under, relating to or in connection with the agreement of purchase of the products or a breach hereof. DAB Pumps is not liable for any liquidated damages, penalties and similar contractual liabilities levied against the customer by a third party.
- No warranty related issues shall authorise the customer to withdraw from its contractual commitments.
- The warranty is subjected to the compliance by the customer with the agreed payment terms.
- These warranties are expressly in lieu of any other warranties, express or implied, and DAB Pumps specifically disclaims any implied warranty of merchantability or fitness for a particular purpose, and in lieu of any other obligation or liability on the part of the seller whether a claim is based upon negligence, breach of warranty, or any other theory or cause of action.
- The equipment warranted shall not include equipment, parts, and/or work not manufactured or performed by DAB Pumps. With respect to such equipment, parts, or work, DAB Pumps only obligation shall be to assign to customer the warranties provided to seller by the manufacturer or supplier providing such equipment, parts or work.

## 1.3. Limitation of the warranty

DAB Pumps shall not be liable for defects and products faults in the following cases:

- if the defect or fault is due to drawings, designs, information, instructions, software, materials, semi-finished products, component or else, supplied by the customer, or by any other party acting on behalf of the customer;
- if the defect or fault is due to product tampering, or repairs/modifications not carried out by DAB Pumps, or by third parties authorised by the same;
- if the defect or fault is caused by failure to follow DAB Pumps' instructions in relation to proper storage, installation, operation or maintenance of the product in accordance with the maintenance- or service manuals of DAB Pumps;
- if the defect or fault is due to a failure to protect the product, or to inappropriate protection of the product;
- if the defect or fault is due to the use of erosive or corrosive liquids and/or any liquids not contemplated in the documentation delivered with the product;
- if the defect or fault is due to the use of liquids with the presence of suspended solids in quantities greater than what is permitted;
- if the defect or fault is due to normal wear and tear;
- if the defect or fault is due to an incorrect use of the product (e.g. overloading beyond the limits of the product) by customer or a third party (not acting on DAB Pumps' behalf);
- if the defect or fault is due to a proven shortfall or default of the electric system, the supply system, or changes resulting from environmental or climate conditions, or conditions of any other nature;
- if all the product installation, energy network (electric and water lines) connection, use and maintenance activities have not been carried out in strict compliance with the instructions of the maintenance- or service manuals of DAB Pumps, or the documentation delivered with the product;
- if the defect or fault is due to improper and incorrect use of the product, not in compliance or against the indications of the maintenance - or service manuals of DAB Pumps, or if the product is used for purposes other than its intended purpose;
- if the defect or fault is due to the installation and use of the product not in compliance with applicable laws and regulations, hereunder technical and safety standards;
- if the defect or fault has been caused by defects in the plant or equipment in which the product is installed;
- if the product or goods are damaged during transport carried out by the customer or by transporters appointed by the customer;

In addition, the warranty does not cover that a product is fit for a particular purpose or will be able to meet its specifications in the actual application.

Moreover, the warranty shall not apply in case of:

- use of non-original spare parts;
- regular maintenance activities, or replacement of components subjected to normal wear and tear;
- new products, never installed and still sealed;

In general, the warranty does not cover defects not caused by objectively identified construction or material faults.

## 2. PRODUCT LIABILITY

DAB Pumps assumes liability for personal injury (including death or injury) and damage to real and personal property, caused by defective products to the extent set out in applicable law on product liability. DAB Pumps' liability for damage to real and personal property (not being consumer property) caused by a defective product is limited to USD 3 million (per claim and in the annual aggregate). Customer assumes all product liability, which is not allocated to DAB Pumps under this Clause.