

## MANUFACTURER'S LIMITED REPRESENTATIONS AND WARRANTIES



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These Representations and Warranties are applicable to all customers (the "Customers" and each, individually, a "Customer") purchasing products (the "Products") manufactured by HygroMatik GmbH, a German limited liability company (the "Company").

### **1. Warranty and Limitations:**

1.1. Company warrants solely to the original purchaser of the Products that for the Warranty Period (as defined below), the Products will be free from defects in materials and workmanship under normal use, and will conform to Company's published specifications of the Products. Notwithstanding the foregoing, Company retains its right to deviate from its published specifications due to the latest innovations and improvements in function and design of the Products.

1.2. The foregoing warranty is subject to the proper storage, transportation and use of the Products, and does not include defects due to normal wear and tear (e.g. electrodes, rubber parts, cylinders) or deterioration.

1.3. Customer shall immediately, but in any event, no later than seven (7) days following delivery or installation of the Product, inspect the Products for conformity and visible defects. Customer shall give Company immediate written notice of any non-conformities or visible defects regarding the Products. In the event that Customer fails to provide the Company within seven (7) days following delivery or installation of the Products with notice of any non-conformities or visible defects, any warranty claims in this regard shall be deemed waived.

1.4. Customer shall immediately notify Company in writing of any other defects of the Products and return such defective Product. Company's sole obligation under the foregoing warranty is, at Company's option, to repair, replace or exchange the defective Product. Any replaced or exchanged Products shall be subject to the warranty set forth in 1.1., following their replacement or exchange. If Company has received notification from Customer, and no defects of the Product could be discovered, Customer shall bear the costs that Company incurred as a

result of the notice. It shall be in Company's sole discretion to determine if the Product has a defect.

1.5. With respect to orders made to custom, any defects of the Products caused by Customer's specifications are excluded from the warranty set forth in 1.1.

1.6. Company also makes no warranty that the Products manufactured under an order made to custom do not infringe the intellectual property or other proprietary rights of any third party and Customer is solely responsible for assuring that such Products do not so infringe.

1.7. The "Warranty Period" begins on the date of installation of the Product, and continues to be in effect for one (1) year or eighteen (18) months from the date of shipment, whichever comes first.

1.8. Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Products except as set forth herein.

1.9. All requests and notices under this Warranty shall be directed to:

HygroMatik GmbH

Fax: +49 4193 895 -33

Email: [hotline@hygromatik.de](mailto:hotline@hygromatik.de)

Web: [www.hygromatik.com](http://www.hygromatik.com)

1.10. THE WARRANTY SET FORTH IN SECTION 1.1 IS MADE IN LIEU OF ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED), RIGHTS OR CONDITIONS, AND CUSTOMER ACKNOWLEDGES THAT EXCEPT FOR SUCH LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED "AS IS." COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.

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