

# GRUNDFOS WARRANTY CERTIFICATE

## THE WARRANTY

**1** Grundfos warrants to deliver the Products and Services in accordance 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 Grundfos or a third party acting on Grundfos' behalf. Material compatibility is not the responsibility of Grundfos. Without a detailed water analysis Grundfos cannot make this determination and will offer either material request specified by Customer or that which Grundfos deems generally appropriate for the application (if known).

**2** Without altering the general nature of clause 1, damage is not covered by the warranty if due to (including): ordinary wear and tear; accidental or wilful damage; use of the Products for applications for which they are not intended; installation of the Products in an environment not suitable for the Products in question; modifications or alterations; failure to follow Grundfos' instructions, including in Grundfos' installation and operation manuals and/or good industry practice; sand or other abrasive materials; corrosion caused by saline water or hazardous liquid; electrolytic action; liquid temperature beyond the recommended range; cavitation; lightning strike; improper supply voltage or insufficient liquid to enable the Product to perform; and Customer's or its own product's non-compliance with applicable law and regulation. 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.

## WARRANTY PERIOD

**3** For the warranty to apply, Customer must notify Grundfos of a defect without undue delay and after Customer becomes or should have become aware of the defect and in no event less than 30 (thirty) days after the defect occurred, and

- (i) for all Grundfos manufactured products not installed or commissioned by Grundfos, a Grundfos Authorized Service Partner or a company previously authorized by Grundfos, Customer must in every respect notify Grundfos no later than 24 months from the date of shipment but no later than 30 months from the date of production;
- (ii) for Grundfos manufactured products installed or commissioned by Grundfos, a Grundfos Authorized Service Partner or a company previously authorized by Grundfos, Customer must in every respect notify Grundfos no later than 24 months from the date of installation of the product, however no later than 30 months from the date of production;
- (iii) for PACO, Yeomans, Chicago Pump, Morris, and Sewer Chewer products not installed or commissioned by Grundfos, a Grundfos Authorized Service Partner or a company previously authorized by Grundfos, Customer must in every respect notify Grundfos no later than 12 months from the date of shipment;
- (iv) for PACO, Yeomans, Chicago Pump, Morris, Sewer Chewer products installed or commissioned by Grundfos, a Grundfos Authorized Service Partner or a company previously authorized by Grundfos, Customer must in every respect notify Grundfos no later than 12 months from the date of installation but no later than 18 months from the date of shipment; and
- (v) for services (not including repair of a product outside of the warranty), Customer must notify Grundfos no later than 12 months from the performance of the services (the "Warranty Notification Period").

Products sold by Grundfos but manufactured by others are subject to the warranty granted by the manufacturer of said products and not by Grundfos warranty.

Any extended warranty is subject to the particular warranty terms set out by Grundfos in writing.

Notwithstanding the above, the Warranty Notification Period does not exceed 30 months calculated from date of production of the first product delivered whether or not Customer has acquired extended Warranty Notification Period.

**4** In case of remedy of defects, the original Warranty Notification Period related to the product and services as such remains the same after remedy (including where the whole product is replaced).

In case of a repair of a product outside of the warranty, the Warranty Notification Period will be 90 days from the date of repair.

## REMEDY OF DEFECTS

**5** Subject to the terms of the Agreement, Grundfos shall remedy defective (parts of a) Product or Services covered by the warranty. Grundfos decides whether Grundfos remedies by repair or replacement (in whole or part) of the defective (part of the) Product or Services. Grundfos remedies defects as soon as possible within normal working hours.

**6** Place of remedial works is as follows:

- a) For products covered under Grundfos' warranty and products delivered in connection with services, Customer must return the defective product to the distributor from which the product was purchased or to Grundfos' Authorized Service Partner or otherwise as per Grundfos instructions for repair or replacement, unless Grundfos decides that the remedial works will take place at the place of delivery or the site of the end-user.

## GRUNDFOS WARRANTY CERTIFICATE

- b) Grundfos reserves the right in its sole discretion to inspect and repair or replace the defective product at the site of installation, subject to Customer's acceptance.
- c) For services, Grundfos inspects and repairs or replaces the defective services at the site of installation of the end-user.

**7** Grundfos shall cover the costs for repair or replacement of the defective Product and Services during a valid warranty period, except:

- a) Costs of transportation relating to a defective (part of a) product and products delivered in connection with services, are allocated as follows:
  - (i) Customer covers any expenses related to transport, of the (part of the) product to and from Grundfos' distributor/Authorized Service Partner or otherwise as per Grundfos instructions, as well as travelling cost and travelling time of Grundfos' personnel to the site if a defect is assessed at the site on Customer's request.
  - (ii) If Grundfos in its sole discretion decides to inspect a defective product at the site, then Grundfos covers all transportation costs and relating travelling cost and travelling time of Grundfos' personnel to and from the location of the product for inspection purpose if it is found that the defect is covered under the warranty.
- b) Customer covers any expenses for dismounting and mounting, deinstallation and reinstallation.
- c) Customer covers Grundfos' expenses related to waiting time caused by Customer.
- d) If it shows that a product subject to repair or replacement did not suffer from a defect, Customer shall cover all expenses related hereto, including transportation, travel expenses and labor costs. Grundfos may charge an amount calculated based on Grundfos' pricelist to cover any expenses related to such service.

**8** Defective products must be returned together with proof of purchase, proof of installation date, failure date, and any other installation support data and accompanied by an authorization for the return material ("RMA") issued by Grundfos. Unless requested by Grundfos, the product may not be disassembled prior to remedy. Any failure to comply herewith will render the warranty void.

**9** Unless requested by Grundfos, the Product may not be disassembled prior to remedy. Any failure to comply herewith will render the warranty void.

**9** Customer must at its expense clean the Product and inform Grundfos about all poisonous media or other dangerous liquids which have been in contact with the inspected Product. Grundfos may refuse – and will not be liable, in contract, tort (including negligence), breach of statutory duty or otherwise – to remedy defects, if Grundfos considers that such remedy may cause harm to the environment or injury to people.

**10** Products exposed to toxic materials or used in a mining application must be accompanied by the following documents: (1) Decontamination, (2) Certificate of Cleanliness (COC), and (3) MSDS/SDS Forms. For products remedied at end-user's site, only Certificate of Cleanliness (COC) must be provided. Products that have been exposed to radioactive materials will not be accepted in return by Grundfos.

**11** THE REMEDY OF REPAIR OR REPLACEMENT IS THE ONLY REMEDY AVAILABLE TO CUSTOMER FOR DEFECTIVE PRODUCTS OR SERVICES. SUBJECT TO GRUNDFOS' OBLIGATIONS AS REGARDS PRODUCT LIABILITY, CF. CLAUSE 11, GRUNDFOS 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

**12** Grundfos' liability for personal injury (including death or injury) and damage to real and personal property to Customer, caused by defective products is limited to the extent set out in clause 13, but Grundfos' total liability as described in clause 14 for damage to real and personal property is limited to a maximum amount set out in clause 14.

### LIMITATION OF LIABILITY

**13** To the extent permitted by applicable law, Grundfos is not 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 unauthorized 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 or a breach hereof. Grundfos is not liable for any liquidated damages, penalties and similar contractual liabilities levied against the Customer by a third party.

**14** TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRUNDFOS' TOTAL LIABILITY (INCLUDING IN REGARD TO PAYMENT OF LIQUIDATED DAMAGES(IF ANY) AND THIRD-PARTY CLAIMS) TOWARDS CUSTOMER IN RESPECT OF ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT AND THE COOPERATION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO 30 % OF THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THE AGREEMENT (EXCL. ANY VAT AND TAXES) ON WHICH THE CLAIM IS BASED.