

#### Warranty / Complaints

The following warranty (guarantee) conditions apply in addition to the *General Conditions of Sale and Delivery of CleanControlling GmbH* exclusively for the product family C|PS.

1. We warrant that at the time of delivery all products of the product family C|PS will be free from defects in materials and workmanship.
2. The general warranty period is one year from the date of dispatch. If the commissioning and user training as well as all service and repair work is carried out within this period by us or by service stations authorized by us, we grant an additional warranty for a period of another 12 months after the general warranty period has expired. Neither the first 12-month warranty nor our additional 12-month warranty include:
  - ♦ wearing and consumable parts,
  - ♦ transport damages,
  - ♦ damages following improper treatment, operation or use and improper use,
  - ♦ damages due to purchaser's fault,
  - ♦ damage due to chemical, electronic or weather-related influences,
  - ♦ damage caused by spare parts that are not original CleanControlling spare parts,
  - ♦ damage due to unauthorized changes/alterations to devices by the purchaser or third-party,
  - ♦ damage due to faulty installation or commissioning by the purchaser or third-party.
3. The purchaser must check the goods for defects immediately after receipt. Complaints about visible defects can only be considered if they are asserted in writing within 7 days after receipt of the goods. Hidden defects must be notified in writing immediately after discovery.
4. Insofar as a defect of the delivered good is discovered within the 12-months-warranty period, the purchaser shall send us written notice within seven (7) days of such discovery. In this case, our sole and exclusive obligation shall be to decide, at our discretion, whether to either deliver a new product free of defects or to repair the defective product. In the case of repair we shall carry all costs necessary for the purpose of rectifying the defect, especially transport, travel or labor costs, provided they are not increased by the fact the product was brought to another location than the place of delivery and provided the defect occurs within 12 months after delivery date (see above para. 2). All parts replaced during a repair pass into our property. They are to be sent back to us upon request at our expense. Should our remedy fail, the purchaser is entitled - at his discretion - to withdraw from the contract or to ask for a reasonable price reduction due to the defect.
5. Should the defect occur after expiry of the initial 12 month-period and our additional 12-months guarantee be relevant (see above para. 2), purchaser must send the defective product at his cost primarily back to CleanControlling or secondarily to the company where purchaser has bought our product. Our sole and exclusive liability shall be to decide, at our discretion, whether to deliver a new product free of defects or to repair the defective product. Should the shipping entail unreasonably high costs, we may repair the defective product at purchaser's site. Should our remedy fail, we shall consider a reasonable price reduction.
6. The foregoing guarantee is expressly in lieu of all other warranties express or implied on our part. We disclaim any warranty, express or implied, of merchantability or fitness for a particular purpose. We neither assume nor authorize any other person, firm or corporation to assume for us any other liability in connection with the sale of product. We shall not be held responsible for damage to person or property, consequential loss, loss of profit, losses on goods in store, or like which might arise out of the failure of the equipment delivered, irrespective of the cause (including faulty manufacture).