# HAMANN AG
# GENERAL WARRANTY TERMS

**§ 1**
These General Warranty Terms apply to HAMANN sewage water treatment plants components and spares (all hereinafter jointly referred to as Products) supplied by HAMANN AG (HAMANN)

**§ 2**
Upon arrival of the Products the purchaser shall, using due diligence, examine them both as to quality and quantity. Unless the purchaser notifies HAMANN in writing to the contrary within 7 working days from the arrival, the Products shall be deemed to have been duly received in agreed quantity and without apparent damage.

**§ 3**
HAMANN warrants the new Products to be free from defects in material and workmanship.

**§ 4**
(1) The warranty period for HL-CONT Plus 0125 and 025 is twenty-four (24) months from the date of shipment from HAMANN AG. The warranty period for HL-CONT Plus 05 and more (10 / 20 / 40 / 80) is thirty-six (36) months from date of shipment from HAMANN AG.

(2) The warranty period for spare parts and components sold separately is twelve (12) months from the day of delivery.

(3) This applies to installations not listed under para. 1 or 2: The warranty period is twelve (12) months calculated from the day of delivery. Under no circumstances will the warranty period exceed eighteen (18) months from the date of shipment from HAMANN AG.

**§ 5**
The warranty does not cover:

a) natural wear and tear (e.g., for seals or components with elastomer parts) or damage resulting thereof;
b) defect or damage due to the purchaser's failure to properly store, install, maintain or operate the equipment, or due to overloading, failure to comply with the service and operating instructions, or due to an accident;
c) any defects in materials provided by the purchaser or a third party, nor any defects caused by design stipulated by the purchaser, purchaser's authorized representative or a third party;
d) if the buyer changes the delivery item or has it changed by third parties without the seller's consent.

**§ 6**
The warranty shall become null and void, if other parts than parts supplied by HAMANN have been used in the Product.

**§ 7**
HAMANN's obligations under this warranty are limited, at HAMANN's option, to
a) organization of sending of the defective item, CIP (Incoterms 2020); or
b) repair of the defective item, CIP initial place of delivery (Incoterms 2020).

**§ 8**
In connection with warranty reparations, HAMANN arrange transportation, importation and insurance. HAMANN shall not be responsible for any local taxes or customs duties.
If the purchaser moves the goods to another location after delivery or if the repair is to be carried out outside the agreed place of de-

livery, the purchaser shall bear the additional costs arising therefrom.

If it turns out that no warranty case is present, all costs (such as the repair of the defective item and of the transport) shall be borne by the purchaser (see § 11).

**§ 9**
The warranty period of the replaced or repaired item is twelve (12) months and shall commence from the day of delivery.

**§ 10**
The notice of a warranty defect shall be made in writing. The claim shall be sent within thirty (30) days from the date of appearance of the defect to the following address:

support@hamannag.com

After reporting the complaint, the customer receives our "Notification of Malfunction". Only when we have received the completed and signed form back, we will take action.

**§ 11**
The purchaser shall send the defective Product to HAMANN within four weeks. The replaced or refunded Product becomes the property of HAMANN, at the time of its arrival at HAMANN. If HAMANN does not receive the defective part within four weeks, the buyer must pay the costs of the new Product. Upon receipt of the defective part, HAMANN shall check whether there is a defect covered by the warranty and inform the customer accordingly.
If the purchaser has given a notice of a defect covered by this warranty and no defect is found for which HAMANN is liable, the purchaser shall compensate the costs that HAMANN has incurred as a result of the notice/ damage repair. In this case, the buyer receives ownership of the replaced defective part and must inform HAMANN of what is to be done with the defective part.

**§ 12**
**Insofar as no case of § 14 is present, the following applies:**
Liability under this warranty shall be to the exclusion of all other liability of to the purchaser, whether contractual, tortuous or otherwise, for defects in the Products or for any loss or damage to or caused by them. All other conditions, warranties or other statements whatsoever concerning the Products whether express or implied are hereby excluded. In particular HAMANN grants no warranties regarding the fitness for particular purpose, performance or merchantability of the Product, whether express or implied.

**§ 13**
**Insofar as no case of § 14 is present, the following applies:**
HAMANN SHALL NOT BE LIABLE FOR ANY INTANGIBLE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING BIT NOT LIMITED TO LOSS OF PROFIT, LOSS OF USE OF THE SYSTEM OR ANY ASSOCIATED EQUIPMENT, DOWNTIME COSTS ETC. UNDER NO CIRCUMSTANCES SHALL HAMANN'S LIABILITY EXCEED THE ORIGINAL SALES PRICE OF THE PRODUCT SUPPLIED BY HAMANN

**§ 14**
The exclusion of liability shall not apply in case of intent, gross negligence, or failure to meet warranted characteristics.
Furthermore, preclusion of liability does not apply in instances of damage to life, body or health.
The exclusion of liability shall also not apply in those cases in which the product liability act stipulates that liability.

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