

GENERAL WARRANTY CONDITIONS

DAB Pumps S.p.A. ("DAB" or the "Manufacturer") warrants that each product bearing the DAB trademark (the "Product" or the "Products") complies with the contractual specifications and is free from original defects in materials, design and/or manufacturing that would compromise its suitability for the intended use.

The hereby standard warranty terms applied by DAB leave unaffected all the rights and actions according to EU directive 1999/44/CE, and subsequent amendments, in which the end user as a consumer remain beneficiary.

1 DURATION OF THE WARRANTY

- 1.1 All the products, including spare parts, with the exception of Evosta2 and Evosta3 are guaranteed for a period of 24 (twenty-four) months from the date of delivery or purchase, and, unless otherwise agreed between the parts, on condition that the production date code reported in the Product identification nameplate is lower than 30 (thirty) months from the notification of the lack of conformity and/or the apparent and obvious defect.
- 1.2 The standard warranty period of the canned rotor circulators product range Evosta2 and Evosta3 is 60 (sixty) months from the date of delivery or purchase and, unless otherwise agreed between the parts, anyway with the production date code reported in the product identification nameplate lower than 60 (sixty) months from the notification of the lack of conformity and/or the apparent and obvious defect.
- 1.3 The date in which the warranty period starts shall be demonstrated by the delivery note document or the invoice issued by DAB. Should not such documentation be available, the 24 (twenty-four)-month period shall be calculated from the production date code reported in the Product identification nameplate.
- 1.4 The repair or the replacement of either the Product or any components shall not result in any extension or renewal of the warranty period, which shall remain unvaried and shall continue to be active from the date of delivery or purchase of the same.
- 1.5 In the scope of the distribution and engineering, the Warranty does not take place passed 24 (twenty-four) months or 60 (sixty) months for Evosta2 and Evosta3 from the invoice date of DAB to the first or original purchaser, and, unless otherwise agreed between the parts, it does not take place passed more than 30 (thirty) months or 60 (sixty) months for Evosta2 and Evosta3 from the production date code reported in the Product identification nameplate.

2 OBLIGATION TO REPORT

- 2.1 The notification of the lack of conformity and/or the apparent and obvious defect shall be notified in writing, penalty of forfeiture, within 8 (eight) days from the date of delivery of the Product, while in case of hidden lack of conformity or defect within 8 (eight) days from the discovery, or from the actual date when the claim is notified and/or the demand from third parties.

3 WARRANTY TERMS

- 3.1 The defected product shall arrive free at destination (Delivery At Place) to either DAB or one of the appointed Service Partners.
For the identification of the above please refer to DAB website www.dabpumps.com. The appointed subjects shall determine the lack of conformity or the defect of the Product, verifying the delivery note document or invoice paperwork to apply the Warranty.
- 3.2 Should the presence of either lack of conformity or defects of the Product be ascertained, the Customer has right of either the complete replacement, the replacement of some parts or the free repair of the same. The decision of either the complete replacement, the replacement of some parts or the free repair of the Product shall be up to either DAB or the appointed Service Partners. As alternative DAB may recognize a price reduction or, where already paid, a partial refund, considering the level of use and the age of the Product where defects are ascertained.
- 3.3 The Product, arrived to the appointed Subject, shall not be previously dismantled or tampered. In case of submersible pumps or submersible motors, the Product shall be delivered together with the cable junction if present. Due to health and safety reasons, the pumps shall be delivered clean.
- 3.4 The replaced Products or the replaced components of the defected/non-conforming Products shall be returned back to DAB who shall become owner of the same.
- 3.5 The return of the repaired/replaced Product, either partially or fully under Warranty, shall be free at destination (Delivery At Place).
- 3.6 Should the repair under Warranty of the Product be carried out in the installation site (generally for unmovable Products), DAB will make available to the applicant the appointed Subjects. Should the on-site intervention be ascertained not covered by the Warranty, the costs shall be charged to whom requested the on-site intervention.
- 3.7 DAB Pumps SPA does not guarantee the operational continuity of service, including for the system connected to the non-conforming/defected Product. Although the concession of the Warranty for the defected/non-conforming Product, DAB declines as of now any liability for potential direct or consequential damages/losses caused by such Products, also to third parties. DAB shall not refund the costs for removing or reinstalling the same, or the costs for the installation of replacement Products, although used to cover the repair time.
- 3.8 Any problem related to the Warranty does not authorize the Purchaser of the Product to suspend any contractual obligation.
- 3.9 The Warranty takes place only if the payment of the Product is completely settled.

4 EXCLUSIONS OF THE WARRANTY

- 4.1 DAB Pumps SPA shall not be liable of non-conformities, defects or damage to the Products in the cases as follow:
 - 4.1.1 if the non-conformity, defect or damage is due to drawings, design/projects, information, instructions, software, materials, semi-finished products, component or anything else supplied by the Purchaser, or by any third parties on behalf of the same.
 - 4.1.2 if the non-conformity, defect or damage is due to tampering, repairs or modifications of the Product not carried out by either DAB or the appointed Subjects.
 - 4.1.3 if the non-conformity, defect or damage is due to an incorrect installation of the Product, or rather not implementing all the necessary precautions to ensure the performance in a workmanlike manner.
 - 4.1.4 if the non-conformity, defect or damage is due to either a failure to protect the product or inappropriate protections, or to errors in the connection of the Product.
 - 4.1.5 if the non-conformity, defect or damage is due to the use of corrosive liquids and/or any unintended liquid not contemplated in the documentation delivered together with the Product.
 - 4.1.6 if the non-conformity, defect or damage is due to the use of liquids with the presence of suspended solids in quantities greater than what allowed.
 - 4.1.7 if the non-conformity, defect or damage is due to normal wear and tear of the Product.
 - 4.1.8 if the non-conformity, defect or damage is due to an incorrect use of the Product (i.e. overload beyond the limits of the Product).
 - 4.1.9 if the non-conformity, defect or damage is due to an occurrence taking place after that the risks are transferred to the Purchaser.
 - 4.1.10 if the non-conformity, defect or damage is due to a proven inadequacy or insufficiency of the electrical system, the supply system, or due to changes resulting from environmental or climate conditions, or conditions of any other nature.
 - 4.1.11 if all the activities of installation, connection to the hydraulic and electrical networks, use and maintenance are not carried out in strict compliance with the instructions and warnings of the Product instruction Booklet/Manual/Quick Guide, the documentation delivered with the Product and according to technical and safety standards.
 - 4.1.12 if the non-conformity, defect or damage is due to improper and/or incorrect use of the Product, not in compliance or against with the indications of the Product instruction Booklet/Manual/Quick Guide, or if the product is used for purposes other than its intended purpose.
 - 4.1.13 if the non-conformity, defect or damage is due to defects/failures of the systems or equipments the Product is connected to.
 - 4.1.14 if the non-conformity, defect or damage is due to damage in transit in charge of either the Purchaser or appointed carriers.
 - 4.1.15 if the non-conformity, defect or damage is due to the use of non-original spare parts, components or accessories.
 - 4.1.16 if the non-conformity, defect or damage is due to the transportation.
 - 4.1.17 if the non-conformity, defect or damage is due to unforeseeable circumstances or force majeure, i.e. fire, theft, natural events, frost, vandalism, incidents, etc.
 - 4.1.18 if the non-conformity, defect or damage is due to inefficiency or non-conformity to current regulations of (parts of) the system the Product is connected to/integrated with.
- 4.2 DAB Pumps SPA shall not be liable of any damage which might, directly or consequentially, derive to people or things, due to disrespect of the prescriptions reported in the Product instruction Booklet/Manual/Quick Guide, concerning the installation, the use and the maintenance of the Product.

5 PRODUCTS INSTALLED ABROAD

- 5.1 For Products sold by DAB, but installed abroad considering the country where they were sold from, the above conditions remain valid, with the exception that the non-conforming/defected shall be returned to one of the authorized Subjects free at destination (Delivery At Place).

6 COMPETENT JURISDICTION

- 6.1 The Agreement, and any dispute or claim arising out of or in connection with it or its formation (including non-contractual disputes or claims) is governed by and constructed in accordance with the laws of Italy, without reference to the conflict of laws or principles thereof which may cause the application of the laws of another country.
- 6.2 The court of the Padua shall have exclusive jurisdiction to hear and decide any suit action or proceedings, and/or to settle any disputes which may arise out of or in any way relate to these terms and conditions.