



20150430 Warranty Terms and Conditions for the WAVE machines

Veenendaal, the Netherlands 2015

The following warranty provisions apply to deliveries of the WAVE machines

Definitions:

- The Supplier is the party that sells the WAVE machine and which makes reference to the terms and conditions below in the context of its offer and/or order confirmation.
- The Buyer is the party that buys the WAVE machine from the Supplier.
- If applicable, the Buyer is also defined as the Hirer or the Lessee.

1. The warranty period commences on the date on which the WAVE machine is delivered to the Buyer, Dealer or Service Partner. This date is laid down in the delivery document.
2. The use of the "Haapro Prevent" lime binder is required to hold the warranty claim. The requisite standard capacity of the machine is 1 litre per 5,000 litres of water (this standard setting must be adjusted, depending on the hardness of the water taken in).
3. The factory warranty from the tool carrier factory applies to the tool carrier on which the WAVE machine can be placed. These warranty provisions do not apply to the tool carrier on which the WAVE machine is placed.
4. A warranty claim only exists if a written warranty claim is made to the Supplier within 10 work days of the occurrence of the damage and when the defect part or defect parts have been shipped from Buyer to Supplier within 30 days. When making a warranty claim, the Buyer must furnish all data – pertaining to the matter – requested by the Supplier.
5. The applicable usage hours for the WAVE machine are the usage hours displayed on the WAVE machine's hour counter.
6. The warranty period for the WAVE machine is as follows:
 - 6.1. The following are covered by a warranty period of 24 months or 1200 hours of usage, if this is reached first:
 - 6.1.1. Defects in all rotating and/or moving components such as pumps, alternators, clutches, rotating gears, wheels, hydraulic cylinders;
 - 6.1.2. Defects in any liquid carrying components such as valves, measurement valves, control valves and pass valves, filters, heating elements, hoses and couplings.
 - 6.1.3. Defects in control devices, sensors, electrical wiring, electronics;
 - 6.1.4. Leaks in tanks or autoclaves.
 - 6.2. The following are covered by a warranty period of 24 months or 1200 hours of usage, if this is reached first: demonstrable construction or manufacturing defects in the WAVE machine as a whole.

7. With due observance of the terms and conditions contained in Article 6 and the limitations set thereafter, the Supplier only vouches for both the soundness of the WAVE machine delivered and the quality of the materials used for this purpose insofar as there any defects in the machine that were not identifiable during the delivery inspection which defects the Buyer proves only arose as a direct result of the Supplier using the incorrect construction method or as a result of incorrect assembly or finishing or the use of unsound materials during the manufacturing process.
8. The Supplier will remedy any defects covered by the warranty referred to in Article 6 by way of repair or by replacing the defective component, whether on site in the Buyer's place of business or by sending a replacement component, all this exclusively at the Supplier's discretion at all times. Any costs in excess of the sole obligation, as described in the previous sentence, including but not limited to call-out/transport costs and travel and accommodation expenses, as well as costs in respect of any disassembly and assembly of the WAVE, whether or not this is at a plant/in a vehicle, are not covered by the warranty obligation and are for the account of the Buyer. A new warranty period of 6 months will apply to any repaired or replaced components, which period will take effect at the time of repair and/or replacement.
9. In the case of any repair, overhaul or maintenance work carried out by the Supplier outside the scope of the warranty, a warranty can only be given for the soundness of the performance of the work that was assigned – unless otherwise agreed – such for a period of 6 months. In the event that the work in question is unsound, this warranty entails the sole obligation of the Supplier to carry out the work again, insofar as it was unsound. In that case a new warranty period of 6 months will apply, taking effect at such time as the (warranty) repair work is completed.
10. The Supplier will decide whether defect components are repaired or replaced. Replaced components will become the property of the Supplier, without any compensation, and they must be returned to the Supplier at all times. The Supplier reserves the right to reject warranty claims, if the repairing dealer or service partner does not leave the damaged components in their original state but rather takes them apart and dismantles them without the Supplier's consent. The dealer or service partner charged with the repair of the defect is not entitled to issue legally binding statements on behalf of the Supplier.
11. No warranty whatsoever is given for any inspections, recommendations or other such services performed by the Supplier.

12. In any event the warranty does not cover any full or partial defects arising as a result of:
- 12.1. Failure to observe the operating and maintenance instructions or due to any use other than the intended normal use;
 - 12.2. Normal wear and tear, expendable parts for the purpose of maintenance and wear parts such as tires, wheels, belts, filters, fuses, oils, fats, etc.;
 - 12.3. Cosmetic defects that do not affect the machine's suitability for use or which only affect it slightly (such as minor or hidden optical defects);
 - 12.4. Signs of ageing (such as lacquered or painted surfaces);
 - 12.5. Inexpert assembly/installation or repair by the Buyer or by third parties;
 - 12.6. The application of any new government regulation pertaining to the nature or quality of the materials used;
 - 12.7. Any materials or items used in consultation with the Buyer;
 - 12.8. Any materials or goods provided by the Buyer to the Supplier for the purpose of processing;
 - 12.9. Any materials, goods, methods or constructions, insofar as they were used at the express instruction of the Buyer, as well as any materials or goods provided by or on behalf of the Buyer;
 - 12.10. Any parts in respect of which the Supplier involved third parties, insofar as the third party did not provide the Supplier with a warranty or the warranty provided by the third party has expired.
13. The Supplier reserves the right to reject the warranty claim if:
- 13.1. The Buyer did not have one of the inspections/checks/maintenance jobs specified in the maintenance instructions carried out (on time), even if the defect came to light before the prescribed time for the inspection/maintenance work that was not carried out (on time);
 - 13.2. The inspections/maintenance work specified were not carried out by a dealer or service partner authorised by the Supplier to do so;
 - 13.3. Any inexpert maintenance or repair work of any kind whatsoever was performed on the machine;
 - 13.4. The machine is used for or burdened by purposes other than those specified in the manual;
 - 13.5. The machine is powered/driven in any other way except using the prescribed hydraulic pumps, oil levels or electrical voltage;
 - 13.6. The machine is driven or powered by contaminated hydraulic oils, liquids or fuels;
 - 13.7. No original parts or parts approved by the Supplier are used in the maintenance or repair work performed on the machine or if any unapproved materials or detergents are used while the machine is in use;
 - 13.8. If the machine is in any way converted, modified or fitted with parts that are not part of the fittings expressly permitted by the Supplier;
 - 13.9. The machine is incorrectly stored or transported without the Supplier being able to do anything about this.

14. The free repair of defects under this warranty only covers the immediate repair of the defect in question by one of the Supplier's dealers or service partners. The warranty does not cover any consequential damages. No further claims will be accepted on the basis of the guarantee; in particular, this pertains to any transport or shipment for the purpose of renting a replacement machine, for telecommunication or for loss of profit.
15. The cost of any transport of the item being repaired or replaced to or from the Supplier is for the account of the Buyer.
16. If the Buyer does not adequately or promptly comply with any of the obligations incumbent on the Buyer pursuant to the agreement concluded with the Supplier or pursuant to any agreement connected with this, the Supplier is not liable for any warranty, by whatever name, for any of these agreements. If the Buyer proceeds with dismantling, repair or any other work with respect to the product without the prior written approval of the Supplier or has this carried out, all liability pursuant to the warranty will expire.
17. Any complaints pertaining to faults must be made in writing as soon as possible, albeit within 10 work days of the expiry of the warranty period; if these terms are crossed, all claims against the Supplier for said defects will expire. Any legal claims must be filed before the court within 1 year of the prompt complaint, on penalty of forfeiture.
18. If the Supplier replaces parts/products, in order to comply with its warranty obligations, the replaced parts/products will become the property of the Supplier without any compensation.
19. The Supplier's alleged non-compliance with its warranty obligations does not relieve the Buyer of its obligations ensuing from any agreement concluded with the Supplier.
20. Any claims by the Buyer pursuant to a warranty cannot be transferred to third parties.
21. The Buyer cannot derive any right to compensation of damages of any kind whatsoever from a warranty.
22. The Supplier has the right to deviate from these Warranty Terms and Conditions, if the Buyer was informed of this prior to the conclusion of the Purchase Agreement and if the deviating provisions are laid down in writing between the Supplier and the Buyer.
23. In accordance with articles 1 up to 23 of these Warranty Terms and Conditions, the timely submitted warranty claims from Buyer, will be assessed by Supplier to the fairness and reasonableness. The claimed mechanics hours will be completely, partially or not on any account reimbursed, in line with the assessment. To claim the travel time, a maximum is established of one hour (one way).
24. The hourly rate is set to the amount of € 42,50
25. The allowance per kilometre has been set on € 0,50 per kilometre, with a maximum to claim of 100 kilometres (one way).