



## Warranty

### As part of our terms and conditions

This regulation is valid for deliveries of Aeroflex pipe or disc diffusers and replacement parts (for example, membranes, gaskets etc ...) from the June 11, 2014

#### 1. Warranty period

Warranty claims shall expire with the applicable statutory provisions of the German law, unless written, other agreements between the customer and the company Aeroflex-Aeration- System GmbH have been agreed . The warranty shall in any case 24 months after delivery or acquisition of complete diffusers or diffuser spare parts by the customer. An extension of this warranty period is excluded or require by written confirmation by the company Aeroflex-Aeration Systems GmbH.

#### 2. Warranty conditions

Warranty claims of the customer shall only exist, if a proper application of the aerators can be proved by the buyer. These include:

- 2.1 The Aeroflex complete diffusers or spare parts were used in a municipal wastewater treatment plant, waste water whose composition include those in the latest leaflet from the DWA, M corresponds to 115 parts 1 to 3, and a calculated content according freight industry water of not more than 10%.
- 2.2 The installation made by a service employee of Aeroflex-Aeration-Systems GmbH or proven by Aeroflex-Aeration-Systems GmbH authorized and trained third party companies was conducted and original Aeroflex were used accessories.
- 2.3 All technical requirements have been checked by the customer and the customer has tested the Aeroflex diffusers or spare parts sufficient for the intended purpose.

#### 3. Warranty exclusion

Excludes warranty claims by third parties. These include

- 3.1 Damage or changes to the Aeroflex diffusers or diffuser spare party caused by physical action of third parties, or acts of God.
- 3.2 Damage by process-related deposits at or below the membrane.
- 3.3 Damage due to unpredictable flow conditions structural nature or damage caused by flow accelerators.
- 3.4 Improper storage of Aeroflex complete diffusers or diffuser spare parts.
- 3.5 Failure to follow the operating and mounting instructions.
- 3.6 Improper installation, use or operation.

#### 4. Extent of Warranty / Limitation of Liability

The warranty is limited to the free replacement of the right to disputed Aeroflex complete diffusers or diffuser spare parts. If the customer challenges the membranes of the diffusers to right, the Aeroflex-Aeration-.Systems GmbH has expressly the right to deliver to the customer only new membranes for on-site reassembly. The free replacement does not extend the mentioned under point 1. named warranty period. Any and all further claims such as emptying of the tank, crane costs, membrane replacement, disassembly / assembly of the diffusers or spare parts, costs associated with the shutdown of the plant and all other possibly compensation claims that are made in connection with the disputed about delivery excluded. As far as the company Aeroflex-Aeration-Systems GmbH can be demonstrated no intent or gross negligence.

Limitation of Liability: To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

#### 5. Notice of Defects

Damage, such as manufacturing or material defects must be notified within a week. This damage must be documented and send with all the necessary documents and the documents showing the purchase date and for the detection of the defect to the manufacturer. The company Aeroflex-Aeration-Systems GmbH must have the opportunity to inspect the damage immediately.

#### 6. Jurisdiction

Only German law is valid. Jurisdiction for all parties and all legal disputes arising from this warranty regulation is Freiburg.

#### 7. Other Terms and Conditions

In addition to these warranty conditions apply on delivery transactions the general terms and conditions for the execution of services according to VOB in the current version.

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