

# KRAUSZ USA Inc.

## PRODUCTS LIMITED WARRANTY

1. **BUYER UNDERTAKINGS.** Buyer agrees that it may use any product delivered by Krausz USA Inc. (hereinafter, referred to as "**Krausz**") only for the purpose for which it was purchased. Buyer shall be required to install, maintain and operate any product delivered by Krausz in accordance with the installation instructions for such product available on Krausz's website at [www.krauszusa.com](http://www.krauszusa.com) instructions and manuals supplied together with the Products (the "**User Manual**"), but in any event at no less than the best practices accepted in the trade. Buyer may not use the product in contravention of any use restrictions or warnings set out in the catalog or installation instructions for such product available on Krausz's website at [www.krauszusa.com](http://www.krauszusa.com) or the User Manual. Buyer may not, and may not allow any other person or entity to repair or alter any product delivered by Krausz without the prior written approval of Krausz.

2. **WARRANTY.** Krausz warrants to Buyer that the products supplied to Buyer shall be free from defects in materials and workmanship, and shall substantially comply with the technical specifications for such product available on Krausz's website at [www.krauszusa.com](http://www.krauszusa.com), as such specifications may be amended by Krausz from time to time (the "**Specifications**"). Such warranty shall remain in force for a period of one (1) Year from the actual date of delivery (the "Warranty Period"). If a product delivered by Krausz to Buyer is found defective in design, materials or workmanship, or is substantially incompliant with the applicable Specifications, Buyer's sole remedy shall be to return the defective product to Krausz and receive a repaired or replacement product (fixed, equivalent or new) in return or a credit in respect of the defective product, at the sole discretion of Krausz. Krausz will not be liable for labor costs for fitting and/or removal and/or re-install any products and/or transportation costs and/or loss of profit and/or any other related expenses, by the Buyer or any other party in respect of any warranty claim. Buyer shall be responsible for and shall perform all labor required in connection with this warranty described herein (excluding labor associated with the repair or replacement of products at Krausz's facilities), including labor required to inspect the products on Buyer's premises and to ship products to Krausz. Buyer shall be responsible for and pay all freight, insurance, import/export and other shipping-related charges to Krausz for all warranty repairs. Products returned to Krausz by Buyer must be shipped D.D.U. (Incoterms 2010) Krausz's facility or such other location as Krausz may designate. Krausz shall be responsible for and pay all freight, insurance, import/export and other shipping-related charges to return repaired products to Buyer, provided that if Krausz determines that any product returned for warranty repair is not defective, Buyer shall pay such charges. Before returning any product to Krausz, Buyer must obtain from Krausz a return material authorization number. If a defective product cannot be fixed and renewed, as determined by Krausz in its sole judgment based on appropriate evidence received from Buyer to Krausz's satisfaction, Krausz may, in its sole discretion, waive the return of the defective product.

The foregoing warranties are conditioned on satisfaction of each of the following: (i) all claims regarding defective products must be made in writing to Krausz (with appropriate documented evidence of the defect as Krausz reasonably requests) during the Warranty Period and shall stipulate the type of defect and the circumstances in which it was caused; (ii) Buyer has complied with the provisions of Section 1 above; (iii) Buyer has received Krausz's prior written authorization to the return of the defective product, unless such return was waived by Krausz, in accordance with the preceding paragraph; (iv) the defective product was installed in accordance with the installation instructions and use restrictions or warnings for such product, as published on Krausz' website at [www.krauszusa.com](http://www.krauszusa.com) or the User Manual; (v) the products were utilized solely for their intended purpose and were maintained and used strictly in accordance with the User Manual; (vi) the products are installed in a ground where such ground's conditions and composition cannot damage the products; (vii) the defect was not caused by the use of the warranted products beyond the recommended limits published by Krausz or resulting from improper storage, transportation, handling, installation, operating or environmental conditions, wear, deterioration or any other misapplication, alteration, abuse, misuse or accident; and (viii) the defect was not caused due to reasons beyond Krausz's control. To the extent Krausz provides technical information, advice or service concerning Krausz products, whether with or without charge, such technical assistance shall be advisory only, and Krausz shall have no liability for any adverse consequences resulting from any such technical assistance.

3. **RESTRICTION.** Without derogating from the above, this limited warranty: (a) shall be **null and void** unless the Product has been paid for in full to Krausz; (b) **does not cover** the quality of the installation and **expressly excludes** any liability for any damage or defects caused to the products by the installer or by means of any other work performed on the products, including by the use of unauthorized materials or by not complying with the instructions for installation, use, maintenance or any other works performed on the products, as outlined in the User Manual; (c) **does not cover** products installed with known or visible manufacturing defects at time of installation; (d) **covers only proven manufacturing defects** and does not apply to product subjected to damage due to improper storage, misuse or physical or chemical abuse or exposure, direct or sustained heat or cold or sudden change in temperature or thermal shock, exposure to chemicals, mishandling, abnormal use, force, pressure or loading by any person or object or if the Products have been subjected to neglect or abuse, willful damage, negligence, abnormal working conditions or misuse or alteration or repair of the Products without Krausz's written approval.

4. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES, CONTRACTUAL OR OTHERWISE, EITHER TO THE ORIGINAL BUYER OR USER OR TO ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED.**

**BUYER IS ADVISED TO TAKE MEASUREMENTS OF ITS OWN PIPE REQUIREMENTS AND TO DETERMINE THE SUITABILITY OF KRAUSZ'S PRODUCTS FOR EACH APPLICATION, BEFORE PLACING ORDERS FOR PRODUCTS WITH KRAUSZ.**

**BUYER'S REMEDY FOR BREACH OF WARRANTY AS EXPRESSLY PROVIDED ABOVE CONSTITUTES KRAUSZ'S SOLE AND EXCLUSIVE OBLIGATION AND WARRANTY AND BUYER'S SOLE REMEDY FOR DEFECTIVE PRODUCTS.**

5. **WARRANTY CLAIMS.** All warranty claims must be received by Krausz at KRAUSZ USA, 331 SW 57th AVE, Ocala, FL 34474 within sixty (60) days after the Buyer learns of the facts upon which the claim is based and within the Warranty Period set forth above. Otherwise, such warranty claim shall be deemed waived. Buyer shall cooperate with Krausz's or its authorized agents in the inspection of the Product that was claimed to be defective, and will assist Krausz in performing its obligations under this warranty.

6. **LIMITATION ON LIABILITY.** The total cumulative liability of Krausz arising out of or in connection with any product ordered by Buyer shall be limited to the purchase price paid by Buyer for such product. In no event shall Krausz be liable for indirect, incidental, special, consequential, or punitive damages, of any nature or kind whatsoever and under any theory of law (whether in contract, tort, or otherwise), including but not limited to loss of anticipated profits, loss of revenue, loss of production, loss of business opportunity, downtime, loss of use of equipment or any installation, system or facility into which Krausz's products may be located, even if advised of the possibility of such damages in advance, and Buyer will hold Krausz harmless from and against any and all such liability in excess of this amount. Krausz shall not be liable for any latent defects or any other defects that might appear after the lapse of the Warranty Period.

7. **FORCE MAJEURE.** Any failure of performance by Krausz shall not constitute default hereunder or give rise to any claim for damages or otherwise, if, and to the extent caused by, an act, event or occurrence beyond the reasonable control of, and not resulting from the fault of Krausz (an event of "Force Majeure") including, but not limited to: unusually severe weather conditions, fires, flood, earthquakes, quarantine, blockade, labor disputes, strikes, governmental authority, war, sabotage, explosions, epidemics, lightning, injunctions, insurrection, civil strife, or any other similar events. Upon the occurrence of any event of Force Majeure, Krausz shall (a) within ten (10) business days advise Buyer of such event and (b) diligently pursue all reasonable efforts to minimize the effect of any such event of Force Majeure on the production of products.

8. **GOVERNING LAW.** The rights, obligations and remedies of Buyer and Krausz, the interpretation of the parties' contract and any other matter arising in relation to any Order shall be governed and construed in all respects by the laws of the State of Florida, USA without giving effect to the conflict of laws principles thereof. Any disputes arising out of or in connection with any order or the delivery of products by Krausz that are not resolved amicably shall be subject to a court of competent jurisdiction in the State of Florida, USA and by accepting delivery of products Buyer waives any claim of "forum non conveniens". The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the relationship of Krausz and Buyer.