



17.12.2021

EVAC GROUP GENERAL WARRANTY TERMS

- 1 § These General Warranty Terms shall apply to all products (the "**Products**") and/or services (the "**Services**") supplied by Evac Oy and/or any other company belonging to the Evac Group (such supplier hereinafter referred to as the "**Seller**") to its customers (the "**Buyer**").
- 2 § Upon delivery of the Products and/or Services, the Buyer shall, using due diligence, examine them both as to quality and quantity. Unless the Buyer notifies the Seller in writing to the contrary within three (3) days from the delivery, the Products and/or Services shall be deemed to have been duly received in agreed quantity and without apparent damage.
- 3 § The Seller warrants to the Buyer that the new Products are free from defects in material and workmanship. Further, the Seller warrants to the Buyer that the Services are performed in a professional, workmanlike manner, consistent with industry standards. (the "**Warranty**")
- 4 § The warranty period is twelve (12) months, calculated from the date of shipment of the Product or the date of the substantial completion of the Service, whichever applicable. (the "**Warranty Period**")
- 5 § The Warranty Period of any replaced or repaired Product or re-performed Service under this Warranty expires at the same time as the Warranty Period of the original Product and/or Service would have expired.
- 6 § Any and all dates with respect to calculating the Warranty Period shall be determined by the Seller in its sole reasonable discretion.
- 7 § The Warranty does not cover:
- natural wear and tear or damage resulting therefore;
 - consumables, such as gaskets, fittings, filters, chemicals etc.;
 - defects which can be fixed with minimum action, such as changing of seals, tightening, adjusting etc.;
 - defect or damage due to the Buyer'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;
 - defect or damage due to the Seller following the specific instructions stipulated by the Buyer or Buyer's authorized representative when performing the Service;
 - any defects in materials provided by the Buyer or a third party, nor any defects caused by the design or other technical requirements stipulated by the Buyer, Buyer's authorized representative or a third party.
- 8 § The Warranty for the Product shall become null and void, if other parts than parts supplied by Evac have been used in the Product.
- 9 § If the Buyer has given a notice of a defect covered by this Warranty and no defect is found for which the Seller is liable, the Buyer shall compensate the costs that the Seller has incurred as a result of the notice.
- 10 § The Seller's obligations under this Warranty are limited, at the Seller's option, to (a) replacement of the defective Product, Ex Works Seller (Incoterms 2020), (b) repair of the defective Product, Ex Works Seller (Incoterms 2020), (c) re-performance of the Service, or (d) refund of the defective Product or Service at its original purchase price.
- 11 § In connection with warranty repairs, the Buyer shall at its own expense arrange the required dismantling and reassembly as well as transportation, importation and insurance. The Seller shall not be responsible for any costs in connection with warranty replacement or repairs (such as work, travel and comparable costs), nor for any local taxes or customs duties.
- 12 § The Buyer shall retain the defective Product for six (6) months for the Seller's inspection. At the Seller's request the Buyer shall send the defective Product to a destination designated by the Seller at the Buyer's cost, unless otherwise agreed. The replaced or refunded Product becomes the property of the Seller.
- 13 § To the extent permitted by law, the Seller's liability to the Buyer will in the maximum be the lesser of the following: (i) the actual amount of the loss or damage (for which the Buyer must provide the Seller with reasonable proof), and (ii) thirty (30) per cent of the purchase price of the Product or Service for which the warranty claim is being made.
- 14 § In no event shall the Seller be liable to the Buyer (or to any other party) for any loss of profit, loss of use, loss of contracts, loss of business, loss of customers, loss of goodwill, contractual liabilities of others or for any indirect or consequential loss or damage, which may be suffered by the Buyer (or by any other party).
- 15 § The Seller will not be liable to the Buyer until the matter is finally settled and any settlement is non-appealable.
- 16 § Nothing contained in these terms shall be construed so as to limit or exclude the liability of either party for death or personal injury of a person, caused by the negligence of that party, or any damage caused by gross negligence, fraud or willful misconduct.
- 17 § The Seller's liability under this Warranty shall apply to the exclusion of all other liability of the Seller to the Buyer, whether contractual, tortious or otherwise, for defects in the Products and/or Service or for any loss or damage to or caused by them. All other conditions, warranties or other statements of similar nature whatsoever concerning the Products and/or Services whether express or implied are hereby excluded. In particular the Seller grants no warranties regarding the fitness for particular purpose, performance or merchantability of the Product, whether express or implied.
- 18 § The Seller (or any of its affiliates) shall not be liable to the Buyer under this Warranty unless written notice of the claim is given to the Seller within 14 days of the date when the Buyer becomes aware of the incident causing the damage, however no later than the end of the Warranty Period. The notice of a warranty defect shall be made in writing including at least the following information: the Seller part number, description of the defect and its anticipated reason, date of failure, information of project. The claim shall be sent to the following address:
- Evac Oy
Attn: Warranty Department
Linnoitustie 6 A
FIN-02600 Espoo FINLAND
Telefax: +358 20 7630 222
E-mail: evac.warranty@evac.com