

## Statement of Guarantee and Warranty

Extract from our General Business Conditions



### 10. Warranty, Notice of Defects and Liability

- 10.1 Unless otherwise stated in the contract, we undertake warranty only for technical data that have been confirmed in writing. Certain properties shall only be deemed assured if we have given prior express assurance in writing. The warranty provisions specified hereunder do not apply to wearing parts and expendables (e.g. sponge rubber balls).
- 10.2 The orderer shall inspect the consignment immediately on arrival of same and shall inform us in writing of any defects or incompleteness within two weeks therefrom at the latest. Defects that are not discovered until during operation shall be reported to us immediately either by letter or by teleprinter. This shall in no way affect the orderer's commitments emanating from Section 6.
- 10.3 No warranty can be assumed for any damages incurred through the following causes; improper or inadequate use, faulty installation resp. start-up by the orderer or third parties, natural wear-and-tear, improper storage, failure to adopt conservation measures, damage done to packing, faulty or negligent handling, excessive loading, unsuitable operating media, substitute materials, defective civil engineering, as well as chemical, electrochemical or electrical factors.
- 10.4 When goods are delivered without erection commitments, the warranty period shall begin as from notification of readiness for despatch. When deliveries also entail erection resp. erection supervision, the warranty period shall begin as from notification of completed installation. The warranty period shall cover 8000 operating hours and extend up to 12 months at the latest as from notification of readiness for despatch resp. completed installation. If readiness for despatch or installation is delayed due to circumstances for which we cannot be held responsible, the warranty period will end 18 months after passage of risks. (Sub-section 6.1)
- 10.5 We shall fulfil our warranty obligations by effecting repairs or by replenishing free of charge, at our discretion, all such parts as have demonstrably become unserviceable or severely impaired in their utility value within the warranty period, especially due to faulty construction, bad materials or inadequate design. Exempted from the warranty coverage are wearing parts, seals, and parts that become damaged in the course of inspection or during the replacement of wearing parts. Replaced items become our property. We are liable in respect of third-party products only to the extent that we are entitled to file warranty claims against the product suppliers. Special warranty arrangements are valid with regard to the painting. (Sub-section 2.3)
- 10.6 The warranty shall lapse if the orderer or third parties effect repairs or modifications on the equipment without our prior written approval, and shall also lapse if the orderer does not take suitable steps to ensure that we can remedy the fault so that the damage is reduced and not increased.
- 10.7 Following prior consultation, the orderer shall allow us the needful time and opportunity to carry out all remedies and replacements reasonably deemed to be necessary, failure to do which shall absolve us from liability for the defects in question. Only in urgent cases of operational safety of which we must be immediately informed, or if we are delayed in removing the fault, shall the orderer have the right to effect remedy himself or via third parties and to claim from us an adequate reimbursement of the costs entailed in the fault removal.
- 10.8 Of the costs immediately arising through the repair work resp. replacement we shall bear, provided the claim is found to be justified, the costs for the replacement item including those of despatch, dismantling and mounting and finally those involved in a possible delegation of our erectors if such action be deemed reasonable and necessary in the individual case. The orderer shall bear all other costs, especially for helping personnel, lifting gear, etc.
- 10.9 In the event of a complete operational standstill, the warranty period for the supply item shall be prolonged to cover the idle period just so long as the supply item cannot be put into effective service as a result of the remedying resp. replacement action.
- 10.10 The provisions governing delivery period and liability shall apply likewise in the event of deficient repair work or replacements. No liquidated damages can be claimed.
- 10.11 All further claims, no matter on what legal grounds, are excluded, especially with regard to consequential damages unless we ourselves, our supervising personnel or other co-responsibles cause damage with intent or through gross negligence. We accept no responsibility whatsoever for mild acts of carelessness on the part of our co-responsibles.

### 11. Performance Guarantee for Cleaning and Debris Filter Systems

#### 11.1 Cleaning Systems

We guarantee that, with the use of the cleaning system, the heat transfer coefficient of the condenser or heat exchanger, according to the VGB-Guideline R130Me, first edition 1995, determined and corrected will remain constant.

The guarantee shall be deemed fulfilled if, on expiry of the guarantee period, the measured heat transfer coefficient is equal or superior to the value calculated prior to start-up of the cleaning system. The measurement tolerances laid down by the VDI shall be applied in the measurements taken. Should this guarantee not be fulfilled for reasons lying within our sphere of responsibility, we are to be given sufficient opportunity to fulfil the guarantee by taking suitable steps and making all due modifications and additions. The costs of the measurements shall be borne by the orderer.

The precondition for our performance guarantee is that the equipment be correctly installed and operated in compliance with our operating instructions. During the guarantee period, at least the number of oversized sponge rubber balls prescribed by us in our operating instructions, and of our manufacture, shall be in constant circulation.

The performance guarantee will have to be amended in the event of:

- a ferrous (II)-sulfate dosing
- a non-continuous operation of the facilities
- hard precipitations in the cooling tubes due to inadequate cooling water treatment
- steam-side fouling on cooling tube surfaces
- sea-water desalination

#### 11.2 Debris Filters

We guarantee that, through application of the debris filters, all mussels and all other granular contaminants collecting in the filter element will be efficiently removed by the backwash process. The precondition for this guarantee is that the filters are correctly mounted and operated in compliance with our operating instructions.

If this guarantee is not fulfilled for reasons lying within our sphere of responsibility, we are to be given sufficient opportunity to fulfil the guarantee by taking suitable steps and effecting due modifications and additions.

11.3 Proof of fulfilling the aforesaid preconditions for accepting our performance guarantee shall be furnished by the orderer.

#### 11.4 Performance Guarantee Period

The performance guarantee period is identical with the warranty period specified in Subsection 10.4.