

## General conditions of guarantee:

The equipment is sold guaranteed against any constructional fault or faulty manufacture whether this results from a fault in the design, raw materials, manufacture or performance and under the conditions and within the limits stipulated hereafter:

- The guarantee only applies if the customer has fulfilled the general contract obligations and in particular the conditions of payment.
- The guarantee is strictly limited to supplies sold by us. It does not extend to equipment in which the supplies may be integrated and in particular does not apply to the performances of this equipment.
- When manufacturer supplies are integrated by the customer or a third party to any equipment, the customer or third party alone are responsible for the adaptation, choice and appropriateness of the supplies, drawings, studies and projects which are only provided, unless otherwise stipulated, in order acceptance for information purposes only. The manufacturer does not guarantee in particular neither the elements nor the equipment not sold by him, nor against faulty assembly, adaptation, design, relation or operation of the assembly or parts of the assembly thus constructed.
- The guarantee period is equal to the shortest of the two following periods, i.e. 6 months after start up (unless otherwise stipulated or special agreement in the contract). The guarantee is normally limited to 12 months at the latest after the equipment has been made available in our plant.
- The start up date shall be communicated to us in writing. This period cannot be extended or suspended by amicable or legal complaint filed by the customer. At the end of this period the guarantee ceases *ipso jure*.  
The manufacturer's guarantee obligation shall only come into play if the customer can establish that the fault occurred during operating conditions normally applicable to this type of supply or stipulated by us, in writing and during normal use. The guarantee does not apply in the event of user error, negligence, imprudence, lack of supervision or servicing, failure to observe recommended instructions or instructions for use. We are not liable for any damage caused by defective equipment.
- The guarantee is restricted to the obligation to repair in our workshops, at our expense and as soon as possible, the equipment and parts supplied by us that our technical department has recognised as being faulty and that have been returned to us carriage paid, without incurring the right to any claim for indemnities for any or all damages sustained such as accidents to persons, damages to goods other than those stipulated in the present contract, loss of use, loss of production, market injury or shortfall in earnings. During the guarantee period, the labour costs involved in dismantling or reassembling equipment outside our workshops, the costs of transferring the faulty, replaced or repaired goods and travel and accommodation expenses are at the customer's expense.
- In order to be able to invoke the benefit of the guarantee, the customer shall advise the manufacturer immediately and in writing of the faults that he allocates to the manufacturer's equipment and shall provide all proof of the reality of these faults.

He shall provide the manufacturer with all the possibilities required to observe the faults and to provide a solution. The guarantee does not apply if the equipment is not returned to our workshops as it was when it broke down or if the seals were removed or it was dismantled, repaired or modified beforehand either by a third party, by the user or by the customer.

After having been lawfully advised of the fault, we will remedy it as soon as possible, reserving the right, if need be, to modify all or a part of the equipment in order to fulfil these obligations.

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