

Warranty conditions for the lifetime warranty on water tank leak-tightness and the 25-year spare parts after-sales warranty

By purchasing the product, the customer acquires, in addition to and independent of the customer's statutory rights, the lifetime warranty on water tank leak-tightness of the product set forth in section A. and the 25-year spare parts after-sales warranty set forth in section B. Section C. contains provisions regarding both warranties.

ATTENTION: The customer must keep the following document to exercise his rights under the warranty during the warranty period and present it in the event of a warranty claim: invoice for the purchase of the product

A. Lifetime warranty on water tank leak-tightness

1. Subject matter and warranty period

- (1) reuter europe GmbH, Kaistraße 13, 40221 Düsseldorf, (hereinafter referred to as "Reuter") offers a lifetime warranty for selected pre-wall element products of the neeos brand. The warranty covers those neeos brand on-the-wall elements for which Reuter advertises this warranty at the time of purchase or to which these warranty conditions are enclosed. The claims arising from this warranty are acquired by customers who have purchased the product from Reuter for delivery to a member state of the European Union, the European Economic Area or Switzerland. The warranty is not transferable to other persons.
- (2) The lifetime warranty is valid for the technical lifetime of the product (warranty period). It begins with the purchase of the product. The respective invoice for the purchase of the product proves the date of purchase the start of the warranty. The lifetime warranty ends at the end of the technical lifetime of the product; it therefore ends when a defect occurs in the item for which repair costs exceed the cost of a new purchase.
- (3) The lifetime warranty applies to manufacturing or material defects in the product that occur within the warranty period and cause the water tank to leak.
- (4) The warranty period shall not be extended and shall not start anew if warranty services have been provided by Reuter under this warranty. If Reuter repairs the product by inserting a new water tank, the warranty period will continue to be subject to the technical lifetime of the entire product. If Reuter completely replaces the product with a new product or refunds the purchase price, the technical service life of the replaced product is deemed to have ended and the warranty expires with this warranty service.

2. Claims in the event of a warranty

- (1) In the event of a defect within the warranty period, Reuter may, at its own discretion, repair the manufacturing or material defect (clause 2(2)) or eliminate it by supplying a new replacement product (clause 2(3)) or refund the purchase price of the product (clause 2(4)). Clause 2(5)) contains common provisions.
- (2) If Reuter decides to repair the defect or have it repaired, Reuter shall bear the costs for the material, tools and its own labour costs required for the repair, travel cost(single time) and any expenses for the transport or sending of the material. The transport and travel costs are limited to the amount of the costs incurred for the sending or travel to the place to which the product was delivered upon fulfilment of the purchase contract. The customer is obliged to meet the agreed deadlines and to grant Reuter access to the product for repair or to send it in for repair.
- (3) If Reuter decides to remedy the defect by supplying a new product, Reuter shall replace the defective product free of charge with a new product of the same kind, quality and type. If the defective product is no longer manufactured at the time of the warranty claim, Reuter shall be entitled to supply a

functionally comparable and equivalent product. The customer shall bear the costs of transport of the new product and the return of the old product. Ownership of the returned product shall pass to Reuter. Reuter shall bear the transport risk for delivery to the customer to the kerbside. If required, Reuter will provide packaging material for the return of the old product.

- (4) If Reuter chooses a refund of the purchase price and confirms this in writing, the customer shall return the product and Reuter shall refund the purchase price of the product paid by the customer less any emoluments taken and deterioration. In the case of deterioration, the defect causing the warranty claim shall not be taken into account. The product shall be returned at Reuter's expense. The cost of returning the product shall be limited to the cost of returning the product from the place where the product was delivered upon fulfilment of the purchase contract. Ownership of the returned product shall pass to Reuter.
- (5) Reuter shall not assume any further costs or services, in particular installation and removal costs including the costs of uncovering a product installed behind the wall, material costs, disposal costs, compensation for damages, in particular for consequential damages, etc.

3. Warranty conditions, exclusions and earlier expiry of warranty

- (1) Professional installation in accordance with the installation instructions or the recognised rules of technology at the time of installation are required for this warranty taking effect. Further prerequisites are proper operation, use, care and maintenance in accordance with the operating and care instructions of the product manufacturer and the recognised rules of technology.
- (2) The above applies irrespective of whether the installation is carried out by a specialist craftsman or whether a customer or a third party installs product itself.
- (3) The warranty claim does **not** extend to:
 - exhibition items or samples;
 - negligible deviations or deviations that have no influence on the water tank's leak-tightness;
 - faults and defects caused by aggressive environmental influences (such as chemicals, or aggressive cleaning agents) or limescale residue, unless the customer could not have avoided these defects even by reasonable action and reasonable measures in accordance with the recognised rules of technology;
 - defects of the product caused by installation, transport (with the exception of transport before the product is handed over to the customer) and trial operation of the purchased item; and
 - consequential damage caused by the defective product per se, including in particular damage to other property or life and limb or costs for uncovering a product installed behind the wall or for restoring the facing.
- (4) The warranty is **invalidated** in the event of:
 - non-compliance with the assembly, care and use instructions contained in the sales packaging or available from the respective manufacturer;
 - improper or faulty installation, maintenance, repair or care;
 - if original spare parts are not used for repairing or maintaining the product;
 - damage to the product caused by the customer, installer or third parties;
 - damage to the product caused intentionally; in the event of damage caused by negligence, the warranty will not

be invalidated, but the customer must share the costs of the warranty service in proportion to the share of the damage caused by negligence;

- improper installation, commissioning or use not in accordance with its intended purpose, as well as improper handling;
- defects due to incorrect handling;
- damage caused by force majeure or natural disasters, including but not limited to floods, fire or frost damage.

4. Out-of-warranty costs and remedies

- (1) If it turns out that the warranty does not cover the defect reported by the customer, the costs incurred, necessary and proven in connection with the fulfilment of the warranty claims shall be borne by the customer. These include the costs of sending and, if requested by the customer, returning the product, the examination of the product and the costs of removal and installation. If the customer wishes the repair to be carried out after being informed that the warranty will not apply and of the probable costs arising from the repair, they shall bear all costs associated with this. These include in particular transport costs, labour costs including travel to and from the place of repair, travel costs as well as material costs and costs for spare parts.
- (2) If the defect in the product was not already present at the time of the transfer of risk to the customer or if it had not yet been created at this time, Reuter may carry out a goodwill remedy in individual cases. In these cases, the customer shall not have a legal claim to the elimination of the defect.

B. 25-year after-sales warranty

- (1) Reuter warrants that the customer can purchase the spare parts offered by the product manufacturer at the time of purchase for a period of 25 years from the date of purchase from the manufacturer or a third party. The respective invoice for the purchase of the product shall be considered proof of the date of purchase and as proof of the start of the warranty. Should the customer no longer be able to purchase the spare parts offered by the product manufacturer from the manufacturer or third parties within the warranty period, Reuter shall, at its own discretion, either sell the customer spare parts required for the product at a reasonable price or provide replacement services in accordance with the paragraphs below.
- (2) Reuter may also fulfil the after-sales warranty with spare parts which are functionally comparable and equivalent. For the purposes of clause 3(4) they shall be deemed to be original spare parts.
- (3) Reuter may also fulfil the after-sales warranty by replacing the product. If Reuter chooses to do so, the product will be replaced with a new product of the same kind, quality and type at the cost of the replacement part. If the product is no longer manufactured at the time of the warranty claim, Reuter shall be entitled to supply a functionally comparable and equivalent product. The transport of the new product and return of the old product shall be at the expense of the customer. Ownership of the returned product shall pass to Reuter. Reuter shall bear the transport risk for delivery to the customer to the kerbside. If required, Reuter will provide packaging material for the return of the old product.
- (4) Reuter may also fulfil the after-sales warranty by refunding the purchase price. If Reuter chooses a refund of the purchase price and confirms this in writing, the customer shall return the product and Reuter shall refund the purchase price of the product paid by the customer less any emoluments taken and deterioration. In case of deterioration, the defect causing the warranty claim shall not be taken into account. The product shall be returned at Reuter's expense. Ownership of the returned product shall pass to Reuter.
- (5) Reuter shall bear the costs of sending a replacement part, limited to the costs incurred in sending the product to the

place where the product was delivered upon fulfilment of the purchase contract.

- (6) Reuter shall not assume any further costs or services, in particular installation and removal costs including the costs of uncovering a product installed behind the wall, the restoration of the facing, material costs, disposal costs, compensation for damages, in particular for consequential damages, etc.

C. Common provisions on warranties

5. Enforcement of the warranty

Claims under this warranty may be asserted against Reuter during the warranty period. To do so, the customer must notify Reuter in writing of the defect within one (1) month from the date of discovery of the defect or from the date on which the customer should have discovered the defect. The customer must prove that the warranty period has not expired by presenting the invoice for the purchase of the product.

6. Legal rights

- (1) These warranties do not limit mandatory statutory liability provisions such as, for example, claims of the customer under the Product Liability Act or tort claims in the event of property damage or damage to life and limb.
- (2) In addition to the rights arising from the warranties, the customer is entitled to the statutory rights, the use of which is free of charge, including in particular the statutory warranty rights for defects (Mängelgewährleistungsrechte) or any manufacturer warranties. The warranties do not limit these rights, which may be more favourable for the customer. The warranties shall also not affect any rights of the customer against third parties.

7. Place of performance, place of jurisdiction and applicable law

These warranties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980. The place of performance for the obligations arising from the guarantees is Mönchengladbach, Germany. Unless otherwise provided by mandatory law, the place of jurisdiction is Düsseldorf, Germany.