

TERMS & CONDITIONS OF WARRANTY

Definitions

In this document, the term “Aquatec” refers to Aquatec Group Limited and/or its subsidiaries, as applicable. All obligations, warranties, and limitations expressed as being provided by Aquatec shall be deemed to include any subsidiary acting on its behalf.

Instrument

Aquatec warrants that the system described in the quote, stated above including AQUAtalk software, and other related software products, will substantially conform to published specifications and to the documentation, with the proviso on the software as described below.

Aquatec also warrants that the electronic and mechanical hardware and firmware are free from defects in materials and workmanship for the duration of the applicable warranty purchased at the time of order (Standard – 1 year; Extended – 3, 5, or 10 years). Aquatec will replace defective hardware or firmware, or correct substantial design errors at no charge, provided they are returned to Aquatec within one year of the date of delivery.

Instruments are not warrantied for damage caused by leaks if the anti-tamper seal has been broken.

Except as specified above, Aquatec makes no warranty or representation, either express or implied, with respect to the system described in the quote, including its quality, performance, merchantability, or fitness for a particular purpose.

All warranty claims are assessed by Aquatec on a case-by-case basis, with the validity of the claim determined by Aquatec in a timely manner. Aquatec will in no event be liable for direct, indirect, special, incidental, or consequential damages arising out of the use or inability to use the material described herein. In particular, Aquatec is not responsible for any costs including, but not limited to those incurred as a result of lost profits or revenue, loss of use of the system, loss of data, the cost of a substitute system, claims by third parties, or for other similar costs. In no cases shall Aquatec's liability exceed the amount of the payment price.

Software

Aquatec warrants that the software packages described in the quote will substantially conform to published specifications and to the documentation, provided they are used on the computer hardware and with the operating system for which they were designed.

Aquatec also warrants that the magnetic, optical, or electronic media on which the software is distributed and the documentation are free from defects in materials and workmanship for a period of 90 days. Aquatec will replace defective media or documentation, or correct substantial program errors at no charge, provided they are returned to Aquatec within 90 days of the date of delivery.

Except as specified above, Aquatec makes no warranty or representation, either express or implied, with respect to these software packages or documentation, including their quality, performance, merchantability, or fitness for a particular purpose.

Because computer programs are inherently complex, and may not be completely free of errors, Aquatec will in no event be liable for direct, indirect, special, incidental, or consequential damages arising out of the use or inability to use the material described in the quote. In particular, Aquatec is not responsible for any costs including, but not limited to those incurred as a result of lost profits or revenue, loss of use of the computer program, loss of data, the cost of a substitute program, claims by third

parties, or for other similar costs. In no cases shall Aquatec's liability exceed the amount of the payment price.

Lifetime Warranty

Standard Warranty:

Aquatec's warranty protects an instrument against defects in materials and workmanship for a period of one year (as detailed above in the 'Instrument' section) following a service carried out by Aquatec, if it is returned within the 12-month warranty period. In addition to the standard warranty terms and conditions above, the following apply:

- The warranty does not apply to sensors supplied by other manufacturers - the original warranty given by those manufacturers applies only.
- Reasonable wear and tear is not covered – this will be determined by Aquatec.
- Any modifications or repairs not carried out by Aquatec may invalidate the warranty.
- The instrument is not warrantied for leaks if the antitamper seal has been broken.

3-, 5-, and 10-Year Warranty:

Aquatec's warranty protects an instrument against defects in materials and workmanship for the chosen extended period (as detailed above in the 'Instrument' section) following a service carried out by Aquatec, if it is returned yearly within the warranty period. In addition to the warranty terms and conditions above, the following apply:

- The warranty does not apply to sensors supplied by other manufacturers - the original warranty given by those manufacturers applies only.
- Reasonable wear and tear is not covered – this will be determined by Aquatec.
- Any modifications or repairs not carried out by Aquatec may invalidate the warranty.
- The instrument is not warrantied for leaks if the antitamper seal has been broken.

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