

10-YEAR WARRANTY

AVK manufactured products are guaranteed against defects in workmanship and material used for a period of 10 years from the date of the passing of risks to the buyer (Incoterms 2020). This warranty shall only be valid subject to the below terms and conditions.

This warranty shall not apply: (i) if the AVK product is used for an application for which it has not been designed or which has not been recommended by AVK; (ii) in case of changes to the chemical composition of the medium or treatment of the medium for which the AVK products is used, unless such change has been preapproved in writing by AVK; (iii) if the AVK product has not been installed in accordance with AVK installation instructions, if any, and accepted codes of good practice; (iv) in case of lack of or faulty maintenance; (v) in case of normal wear and tear or (vi) in case of use in electronic products, incl. VIDI products.

The buyer shall immediately notify AVK of any defective product claim. AVK shall have the right to inspect said AVK product, and the buyer shall, if requested, return the defective AVK product to AVK with transportation prepaid. The buyer shall assume all responsibility and expenses for removal, reinstallation and freight charges in connection to the foregoing remedy.

The obligation under this warranty shall be limited to adjustment, repair or replacement of the defective AVK products, ex works point of sale, at AVK's option. AVK shall accept no liability for product failure caused by abnormal operation conditions, war, violence, storm, cataclysm or any other cases of force majeure.

In no event shall AVK be liable to the buyer or to any third party for loss of profits, loss of revenue, loss of business opportunity, loss of time or for any indirect, incidental, special, consequential, punitive or exemplary damages arising out of or related to any AVK products provided by AVK.

Any product which has been supplied but not manufactured by AVK shall be subject to the warranty terms of the manufacturer.

The decision of AVK in relation to any claims or disputes over this warranty shall be final. This warranty shall be in addition to AVK's general terms and conditions of sale or any other specific conditions of contract which may govern the supply of AVK products, and this warranty shall apply when the warranty obligations according to such terms have expired.

Kind regards

Morten S. Nielsen Chairman AVK Water

