



WARRANTY FOR WAVIN MP – Pipe Systems SmartFIX – Push Fit - and Tigris Press Fit Fitting

Wavin (Wavin Bulgaria EOOD) guarantees towards to the user's (BG THERM OOD) that the goods of the smartFIX and Tigris / K1 product range sold and delivered by Wavin (hereinafter: "the Products") are free from defects in material and / or manufacture.

In case the Buyer proves that any of the Products are not in conformity with the above guarantee, Wavin shall:

1. At its discretion replace such Products by new delivery or repair free of charge to the Buyer;
2. Compensate the Buyer for all third party damages to property and/or physical injury, resulting from the defect Products. Wavin's liability shall not exceed € 2.000.000, - for each individual cause of failures and in aggregate shall not exceed € 5.000.000, - per year;
3. Bear the following proven costs necessarily incurred in:
 - a. Seeking and finding the defective Products;
 - b. Excavation and removal of defective Products;
 - c. Transport of the defective Products as well as replacing Products;
 - d. Installation of the replacing Products;
 - e. Testing of the replacing Products.

Wavin's liability to the Buyer under para a) to e) shall not exceed € 200.000, - for each individual cause of failures and in aggregate for all claims under para a) to e) inclusive shall not exceed € 500.000, - per year.

The guarantee period for paragraph 1) and 2) above shall expire 10 years after the date of invoice, or 10 years after delivery of the Products to Buyer, whatever occurs first.

The guarantee period for paragraph 3) above shall expire 5 years after the date of invoice, or 5 years after delivery of the Products to Buyer, whatever occurs first.

Wavin shall not be obliged to perform any of aforementioned obligations if:

- Wavin has not been given the opportunity to verify the defect Products on-site and immediately after the defects have been discovered by the Buyer;
- The Products have not been installed according to the installation guidelines as have been provided by Wavin.

Any further rights or remedies the Buyer may have and especially all claims for consequential damages or losses (e.g.: loss of profit, loss of production) shall be excluded. The Buyer further accepts the applicability of the General Terms of Sale and Delivery of Wavin.

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Wavin Bulgaria EOOD