

# ASEPT GROUP WARRANTY STATEMENT

## Liability for defects

Should the products, as delivered, within one (1) year from delivery be shown to be defective due to defaults in material or manufacturing ("Warranty Period"), the Supplier undertakes, at its own option (i) to make a replacement delivery, (ii) to repair or rework the products claimed to be defective or (iii) to accept return of such product and refund such proportion of the purchase sum received as corresponds to the returned products. The Supplier assumes no liability for defects as regards to layout and design of the products, unless expressly stated in the Agreement.

The Customer shall without undue delay notify the Supplier in writing of any defect which appears. Such notice shall under no circumstances be given later than two (2) weeks after the expiry of the Warranty Period.

The Supplier is liable only for defect which appear under the conditions of operation provided for in the Agreement and under proper use of the product.

The Supplier's liability does not cover defects which are caused by faulty maintenance, incorrect use, or faulty repair by the Customer or by alterations carried out without the Supplier's consent in writing. Finally, the Supplier's liability does not cover normal wear and tear or deterioration.

Except as expressly specified above, the Supplier has no liability for defects in the products whatsoever and are under no circumstances responsible for any direct or indirect losses, damages or costs incurred by the Customer, including consequential damages.

## General limitation of liability

Notwithstanding any other limitation of liability mentioned in the Agreement including these Terms and Conditions, the Supplier's liability for damages under the Agreement shall be limited to the insurance compensation that can be obtained in accordance with the Supplier's each valid liability insurance.

## Consequential losses

There shall be no liability of either party towards the other party for loss of production, loss of profit, loss of use, loss of contract or for any other consequential or indirect loss whatsoever.

# ASEPT

ASEPT International AB  
Traktorvägen 17  
SE-226 60 Lund  
SWEDEN

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