



## **Hydro Construction Products**

### **Warranty and Liability for defects in material**

(Updated as at 1 July 2014)

1. Claims of the Customer for defects shall fall under the statute of limitations for the following; 10 year workmanship, 12 months functionality and lifetime on materials.
2. Hydro shall report obvious defects, wrong deliveries or variations in quantity to the Customer within seven calendar days of receipt or acceptance of the Goods. If the Customer fails to report defects in due time, the goods shall be deemed approved and accepted.
3. After receipt of a notification of defects, the Customer shall, without undue delay, give Hydro the necessary time and opportunity, at the discretion of Hydro to inspect the claim. If the notification of defects is unfounded, the customer shall bear the costs of the time and materials spent on the verification.
4. Hydro may refuse to remedy defects in the event the Customer does not meet its obligations to Hydro which have fallen due.
5. Any warranty shall be excluded if the goods are improperly stored, installed, set up, commissioned, used, operated, modified, repaired, insufficiently maintained, overstrained or combined with or incorporated into unsuitable components by the Customer or any third party. Warranty shall also be excluded for defects arising from unsuitable utilities and replacement materials, defective construction works of the customer or any third parties, unsuitable subsoil or chemical, electro-chemical or electrical influences.

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6. If notifications of defects of the Customer are justified, Hydro shall, at its discretion, be entitled to either repair them twice free of charge or to provide a replacement/re-produce the item concerned. If two repairs or deliveries of the item concerned do not succeed within the 12 month functionality period, the Customer shall be entitled to the rights provided by law.
  
7. Any claims of the customer for damages which – for whatever legal ground – are directly or indirectly related to the Goods shall be excluded. This exclusion of liability shall not apply if a contractual obligation is breached

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