



## **Hydro Construction Products Warranty and liability for defects in material**

1. Claims of the Customer for defects shall fall under the statute of limitations one year after acceptance/delivery.
2. Hydro shall report obvious defects, wrong deliveries or variations in quantity to the Customer in writing without undue delay, however, no later than 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 reasonable exercise discretion of Hydro to verify the same. 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. This shall be without prejudice to the right of the Customer to bring the defence of defects and the corresponding rights to refuse to perform and retention rights it is entitled to.
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.
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 a reasonable period of time, the Customer shall be entitled to the rights provided by applicable 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 material contractual obligation is breached.