
STANDARD WARRANTY

ARTIMPEX nv hereinafter called the MANUFACTURER, warrants that the CRYONOMIC[®] equipment, hereinafter called PRODUCT, manufactured by it and delivered hereunder will be free of defects in material and workmanship for a period of 1 YEAR or for the 2500 first OPERATION HOURS in case these are reached before the end of the 1 YEAR's period. The BUYER shall promptly report any failure to conform to this warranty, in writing to the MANUFACTURER within said period, whereupon the MANUFACTURER shall correct such nonconformity by furnishing a replacement part EX-WORKS, provided

- 1) The BUYER has stored, installed, maintained and operated the PRODUCT in accordance with good industry practices and with specific recommendations of the MANUFACTURER.
- 2) Accessories or PRODUCT furnished by the MANUFACTURER, but manufactured by others, shall carry whatever warranty the other manufacturers have conveyed to the MANUFACTURER and which can be passed on to the Purchaser.
- 3) The BUYER sends back the default part within 2 months after the date of expedition of the replacement part. If the default part is not sent back within said 2 months, the part will be invoiced.

The MANUFACTURER shall not be liable for any repairs, replacements, or adjustments to the PRODUCT or any costs of labour performed by the BUYER or others without the MANUFACTURER'S prior written approval. The effects of corrosion, erosion and normal wear and tear are specifically excluded. Performance and hoses are excluded from all warranty.

In case inspection or analysis of the default parts is needed to verify whether the default parts are covered by the guarantee or not, the BUYER agrees to pay for the reparation of the default parts. In case the default parts are indeed covered by the guarantee, the MANUFACTURER shall send a credit note for the invoiced parts to the BUYER. However, working hours and transport costs are never covered by guarantee.

The MANUFACTURER's liability in respect to the equipment supplied, or for any loss, injury or damage attributable to any defect in or failure of such equipment, shall be limited to making good by repair or by replacement at the option of the MANUFACTURER, and at the MANUFACTURER's factory. Under no circumstances shall the MANUFACTURER be liable for any consequential loss or damage.

THERE IS NO WARRANTY FOR UNPAID PRODUCTS.

Correction by the MANUFACTURER of nonconformity's whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfilment of all liabilities of the MANUFACTURER for such nonconformity's, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such PRODUCT.

The BUYER shall not operate the PRODUCT, which is considered to be defective without first notifying the MANUFACTURER in writing of its intention to do so. Any such use of PRODUCT will be at the BUYER's sole risk and liability.

All disputes arising in connection with this STANDARD WARRANTY shall be finally settled by the Court of Ghent.