

Preamble

Dallmer GmbH + Co. KG offers insurance protection from an insurance company under the terms of the basic insurance policy up to a total of 10,000,000.00 € per insured case for personal injury and property damage for every builder who installs a product or system for building drainage from Dallmer GmbH + Co.; the total agreed insured amount for all cases in an insured year is 20,000,000.00 €. Dallmer GmbH + Co. KG insurance protection extends to damage that is caused by faults in products or drainage systems.

Dallmer GmbH + Co. KG also intends to extend the insurance protection of the insurance benefits of the insurance company to individual contracts with the customer of Dallmer GmbH + Co. KG as part of the warranty.

Based on the above Dallmer GmbH + Co. KG offers contracting parties the following warranty:

1. Contracting party

- 1.1 The warranty contract is between Dallmer GmbH + Co. KG and the contracting party of the purchase contract.
- 1.2 The warranty covers exclusively products of Dallmer GmbH + Co. KG, which must be confirmed by a delivery note.
- 1.3 The warranty contract can only be confirmed at the same time as the purchase contract referring to the products.
- 1.4 The terms and conditions described here apply exclusively for this warranty.
- 1.5 Claims resulting from material defects, as defined in the general terms and conditions, are not covered by this warranty.

2. Basis of the warranty

- 2.1 The warranty covers production and/or material defects of individual fittings or the complete product. The products must be installed in accordance with the accepted technical rules and standards. They must be installed by qualified tradesmen.
- 2.2 The warranty does not include.
 - 2.2.1 Damage caused by the customer or by third parties under the direction of the customer.
 - 2.2.2 Damage caused by accident (sudden and unpredictable event).
 - 2.2.3 Damage that is covered by the warranty of the dealer or a third person.
 - 2.2.4 Damage that is the result of lack of attention to the operating or installation instructions or otherwise improper installation or repair attempts.
 - 2.2.5 Damage that is the result of an otherwise grossly negligent or deliberate action of the customer.
 - 2.2.6 Costs if a defect cannot be found on the product.
 - 2.2.7 Damage that does not affect the function of the product (scratches, dents, bulges, paint damage, decorative fittings etc.).
 - 2.2.8 Damage that is caused by fire, lightning strike, explosion, storm or flood.
 - 2.2.9 Damage resulting from force majeure, natural events, nuclear power, war of any type, civil war or internal disturbances.
 - 2.2.10 Damage caused by theft or attempted theft.
 - 2.2.11 Damage resulting from inability to use the damaged product, including subsequent damages of any type.
 - 2.2.12 Objects and consumable materials that must be regularly replaced; this include items such as batteries, rechargeable batteries etc.
 - 2.2.13 Damage to additional objects purchased separately to use the product, e.g. rechargeable batteries etc.
 - 2.2.14 Damage to electronic components that are part of the system of the product.
 - 2.2.15 Damage to fire protection components that are part of the system of the product.
 - 2.2.16 Damage to supplementary purchased accessories.
 - 2.2.17 Damage covered by insurance.
 - 2.2.18 Costs incurred for disposal of the damaged product.
 - 2.2.19 Products of Dallmer GmbH + Co. KG hoof care department.

3. Scope of services

- 3.1 In the event of a warranty claim all costs involved in the repair or replacement of the product, including relevant materials and work services and also shipping costs for transport between the headquarters of Dallmer GmbH + Co. KG and the customer's location, will be paid.
- 3.2 In the event of total write-off or a product that would be uneconomical to repair, Dallmer GmbH + Co. KG is entitled to supply a new product. If the product is no longer manufactured, Dallmer GmbH + Co. KG is entitled to supply the successor product.
- 3.3 In every warranty claim liability is limited to the amount of 100,000.00 € for all financial loss and 200,000.00 € for all property damage.
- 3.4 Total liability under these warranty conditions is limited to the amount of 20,000,000.00 € per fiscal year. Every warranty claim is processed in order of receipt of the damage report. A warranty claim will not be accepted if the damage report is received during a fiscal year at a time when the maximum liability limit of 20,000,000.00 € has already been reached. The onus of proof in such a case is on Dallmer GmbH + Co. KG.

4. Requirements for the warranty service

- 4.1 Services of the warranty contract are administered by Dallmer GmbH + Co. KG.
- 4.2 The contracting party must report the damage to Dallmer GmbH + Co. KG. The damage must be reported within one month of occurrence of the damage. The damage report must also include the delivery note confirming delivery of the faulty product by Dallmer GmbH + Co. KG.
- 4.3 The contracting party must follow the directions of Dallmer GmbH + Co. KG and must make every attempt to minimise the damage as much as possible.
- 4.4 Dallmer GmbH + Co. KG will check the product for faults. If a defect cannot be confirmed, section 2.2.7 will apply. In this case the contracting party is required to reimburse Dallmer GmbH + Co. KG the costs of the test process.
- 4.5 If it is necessary to remove the products, Dallmer GmbH + Co. KG is entitled to be present at the time the product is removed after prior notification (at least 10 business days).
If it is not possible for the contracting party to provide the product to Dallmer GmbH + Co. KG, the contracting party will allow Dallmer GmbH + Co. KG and any third party appointed by Dallmer GmbH + Co. KG unhindered and free access to the product.

5. Start and end of service

- 5.1 Warranty protection starts at delivery or acceptance of the product by the contracting party (the date of the delivery note applies).
- 5.2 The warranty protection ends ten years after delivery.
- 5.3 The warranty protection five years after delivery covers replacement of the product only. Costs for material and work, shipping costs and miscellaneous consequential damages caused by a defect, which are included in section 3 of this agreement, cannot be reimbursed after five years from the date of delivery of the product.

6. Fraud

All claims under this contract will be null and void if statements are submitted or damage is caused maliciously or with intent to defraud.

7. Transfer

If the product is sold by the contracting party of Dallmer GmbH + Co. KG, the protection under this warranty will be transferred to the purchaser of the product instead of the contracting party for the duration of ownership, to the maximum period defined in section 5. Regardless of the above, warranty protection starts in accordance with section 5.1 with delivery of the product to the contracting party.

8. Information on data processing

- 8.1 Dallmer GmbH + Co. KG records, processes and uses personal data of the customer (name and address of the customer, information on the purchased product).
- 8.2 All personal customer data is used in accordance with the requirements of the Federal Data Protection Act (BDSG).

9. Contract changes

Changes to the contract require written confirmation by Dallmer GmbH + Co. KG. Oral statements and ancillary agreements of any type do not exist and in any case are invalid.

10. Conclusions

- 10.1 This contract is subject to German law.
- 10.2 Unless otherwise stated, the legal regulations apply.
- 10.3 The place of fulfilment and court of jurisdiction is Arnsberg.

Arnsberg, January 2013