

The Peter Huber Kältemaschinenbau GmbH (HUBER) guarantees acceptable quality of the product. The product shall comply with the specifications and description in accordance with the order confirmation from HUBER. All products can be used in full, in accordance with the appropriate valid operational handbook, for intended operation, with correct installation and allowed operational conditions. Servicing shall only be carried out by qualified and trained personnel.

### LIABILITY FOR DEFECTS

The right of the buyer to claim for defects arises out of our general business terms and conditions (in particular numbers VIII. – X.) that are attached to these guarantee conditions. They can also be consulted at [www.huber-online.com](http://www.huber-online.com).

In addition to this liability, for defects, HUBER offers additional guarantees. For a rapid processing please follow the procedure stated below in cases of service or return.

### GUARANTEE AND GUARANTEE CONDITIONS

#### Product guarantee, extended warranty on registration

The guarantee against material defects for all HUBER products is 12 months from the day of delivery from the Offenburg factory. If the buyer registers the machine at [www.huber-online.com](http://www.huber-online.com) giving the end customer address and the serial number(s) on installation, then HUBER will give an extended guarantee as listed below:

1. For plug and play electronic components: A guarantee of 3 years is given as from the date of shipment (invoice) to the buyer.
2. For refrigeration components (including compressor): A guarantee of 2 years is given as from the date of shipment (invoice) to the buyer.
3. For mechanical and electrical components which are subject to the regular abrasion (e.g. pumps): A guarantee of 1 year is given as from the date of shipment (invoice) to the buyer.

The guarantee covers the replacement of faulty parts and the cost of labour at the Offenburg factory. All labour costs on site are explicitly exempted from the guarantee. The buyer carries all further costs that may occur concerning the guarantee work.

#### Return of goods for (guarantee) repair

If the buyer returns a product to HUBER for (guarantee) repair, the following points are valid and contractually agreed:

Before returning the unit, the buyer must contact HUBER by phone on +49 781 9603 244 or via E-mail at [service@huber-online.com](mailto:service@huber-online.com) explaining fault symptoms and messages. HUBER, in turn, gives the buyer in writing a repair identification number (RGA number), which must be clearly affixed to the packaging and to the repair.

The buyer must send the HUBER product at his own risk and cost (transport etc.) to the HUBER registered office, or other address given by HUBER for the repair work, in an orderly manner. All extraneous products, accessories, additional products, programs, data or storage mediums which are not a part of the HUBER machine must be removed. HUBER bears no responsibility for items which have not been removed, or were damaged before they reached HUBER.

All products must be correctly prepared for shipping by the buyer (fully emptied, cleaned activated transport locks etc.), and must be packed in a customary manner. The buyer (sender) is bound to remove completely and without residues, all dangerous, poisonous, or other substances damaging to health, which may have come into contact with the machine, so that the machine is without danger to the receiver (HUBER).

#### On site guarantee repairs

On site repairs are only possible on condition that all labour, travel and other connected costs, including expenses and overnight costs, are carried by the buyer. An on site repair must be applied for in writing by the buyer. The buyer is bound to allow HUBER access to the system for repair at the agreed time. Costs which occur due to delays on site will be invoiced to the buyer.

### Exceptions to Guarantee entitlement

The guarantee entitlement is limited in equal measure to the liability for defects in accordance to our above mentioned general business terms and conditions (in particular numbers VIII. (1.10) – X.).

Additional limitations to the guarantee entitlement:

The guarantee is invalid when the unit has been misused. Maintenance work and abrasion are not included in the guarantee conditions, nor is damage due to fire, flood or other natural event, improper use, unsuitable operating utilities, electrical disruption, damage due to improper thermal fluids, unsuitable installation or damage which occurred during transport.

In addition, the following are not included: glass parts, seals, colour discrepancy, silk-screen print, logos, covers, accessories, data or power cables, switch covers, and switch cladding, hoses, connector parts, clamps, heat transfer fluids.

Repairs not authorised by HUBER in writing, work carried out by other companies and modifications of any kind, uses other than that intended, the change, removal or manipulation of the machine identification label or serial number, shall lead to immediate invalidation of this guarantee.

HUBER is in no way liable for damages occurring due to non availability of parts or loss of production (e.g. due to delivery delays) of the buyer or the end customer.

### Deadlines, repair outside the guarantee period

Any demands under these guarantee conditions (damage claims etc.) must reach HUBER before the end of the guarantee period in written form. Labour costs for repair work which has not been approved in writing by HUBER must be carried by the buyer. Parts replacement does not mean extension of the previous guarantee time. The buyer must accept all costs for parts, labour and shipping for all work which is not covered by the guarantee. Before the non guarantee work is carried out, the buyer must provide a written order for the repair. HUBER will provide the buyer with an invoice for all parts and labour costs that are not covered by the guarantee.

### Legal jurisdiction Offenburg, Contract language and choice of law

For all disputes between HUBER and the buyer, the legal jurisdiction is agreed as D-77656 Offenburg. HUBER has simultaneously the right to file an action at the head office of the buyer.

The language of this contract is German. In the event of the parties of the contract using another language and in the event of a conflict, the German wording shall take precedence.

All legal relationships between HUBER and buyer shall be governed by the law of the Federal Republic of Germany applicable to domestic legal relationships, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.