



AV PUMP - Warranty and notice of defects for pump

The supplier shall be liable for defects as follows:

1. All parts or services that exhibit a defect within the period of limitation- without regard to the length of operation-shall be repaired, delivered again or perform again free of charge at the discretion of the supplier, provided the cause of the defect already existed at the time of passage of risk.
- 2 Warranty claims for defects shall become statute-barred in twelve months. This shall not apply if the law in accordance with the Law of the United States prescribes longer periods of time and in case of injury to life, limb or health, breach of duty by the supplier through intent or gross negligence and malicious silence with regard to a defect. The statutory regulations on suspension of the statute of limitations, and interruption and restarting of the periods of time shall remain unaffected.
3. The ordering party shall notify the supplier of defects immediately in writing. Complaints about obvious defects must be reported at the latest within ten days of receipt of the goods. However, we shall not waive the plea of lateness as a result of negotiations on the complaint. Damaged consignments shall be accepted from the haulage contractor or shipping agent only after the damage has been ascertained.
4. Warranty claims shall not exist if the goods deviate only insignificantly from the agreed quality, if their usefulness is impaired only insignificantly, if they suffer natural wear and tear or damage that occurs after the passage of risk due to incorrect or negligent handling, excessive stressing, unsuitable operating resources, faulty construction work, unsuitable subsoil or due to special external influence that are not assumed under the contract, as well as in the event of no n-reproducible software errors. If modifications or repairs are carried out incorrectly by the ordering party or third parties, no warranty claims shall exist for these and the resulting consequences either.
5. If complaints are justified or acknowledged by us, the goods can be repaired or replaced at our discretion. If subsequent remedy fails, the ordering party can demand reduction in payment (diminution) or rescission of the contract (repudiation) at its discretion. However, the ordering party shall not have the right to repudiate the contract for only a slight breach of contract, in particular for only slight defects. If the ordering party wishes to repudiate the contract due to a defect after subsequent remedy has failed, it shall not be entitled to any claims for damages due to the defect in addition. If the ordering party elects for damage after subsequent remedy has failed, the goods shall remain with the ordering party, provided that this can reasonably be expected of it. Damages shall be limited to the difference between the purchase price of an object that is free of defects and the value of a defective object.
6. If notice of defects is given, payment by the ordering party can only be withheld to a reasonable extent in relation to the defects that have occurred. The ordering party can only withhold payments if a notice of defects is issued and there can be no doubt that this notice is justified. If a notice of defects has been issued unjustly, the supplier shall be authorized to claim restitution of the expenses it has incurred from the ordering party.
7. Claims of the ordering party due to expenses required for the purpose of subsequent remedy, in particular transportation, travel, labor and material costs, shall be excluded if the expenses are higher because the object delivered has been subsequently moved to a location other than the business establishment of the ordering party, unless each a move complies with its intended use.
8. Rights of recourse of the ordering party against the supplier in accordance with article 40 of the United States Product Liability on (recourse of the entrepreneur) shall only exist insofar as the ordering party has not concluded any agreements above and beyond the statutory warranty claims with its purchaser.



9. If use of the object delivered results in an infringement of industrial property rights or copyrights domestically, the supplier shall – at its cost –obtain the right for the ordering party to continue using it or modify the object delivered reasonably for the ordering party so as to ensure that the infringement of the property rights no longer exists. If this is not possible at economically reasonable conditions or in a reasonable period of time, the ordering party shall be authorized to rescind the contract. The supplier shall also have a right to rescind the contract given the above preconditions. In addition, the supplier shall indemnify the ordering party against claims that are not in dispute or have been ruled on finally and conclusively and that are asserted by the owner of the proprietary rights in question.

10. The above obligations of the supplier shall be definitive as regards the infringement of property rights or copyrights. They shall only exist if:

- a) the ordering party informs the supplier immediately when infringements of property rights or copyrights are claimed;
- b) the ordering party assists the supplier to a reasonable extent in repelling the claims or enables the supplier to carry out the modification measures in accordance with the above provisions;
- c) the supplier alone is authorized to undertake all measures to repel claims, including settling them out of court.
- d) the deficiency in title is not due to an instruction of the ordering party, and
- e) the infringement of the right was not caused by the ordering party modifying the delivered object on its own authority or using it in a way that is not in compliance with the contract.

11. The warranty claims can only be assigned with our prior written consent.