

## Warranty

1. All transactions between Hansgrohe South Africa (Proprietary) Limited ("**the Company**") and a purchaser of goods, materials or spare parts sold by it ("**the Goods**") or services rendered in connection therewith ("**the Services**") are subject to the Company's standard terms and conditions of sale ("**the Terms**"), a copy of which will be supplied on request. The placement by the purchaser of any order for any Goods or Services from the Company shall constitute the purchaser's acceptance of the Terms.
2. An excerpt of the Terms pertaining to the Company's warranty in relation to the Goods is set out below. Purchasers and prospective purchasers of Goods and/or Services are advised to familiarise themselves with the Terms in their entirety.
3. The Company warrants that the Goods:
  - 3.1 will be free of manufacturing defects for a period of 10 years from date of delivery thereof to the purchaser; and
  - 3.2 are approved by the South African Bureau of Standards as at the date of delivery thereof to the purchaser.
4. The following instances are not covered by the aforementioned warranty:
  - 4.1 unsuitable or improper use and/or handling of the Goods;
  - 4.2 incorrect assembly or installation of the Goods by the purchaser and/or any third party;
  - 4.3 fair wear and tear;
  - 4.4 lack of maintenance and/or adequate care;
  - 4.5 repair or attempted repair of the Goods by the purchaser and/or any third party; or
  - 4.6 chemical, electro-chemical or electrical influences.

Should, in the reasonable opinion of the Company, any of the events listed in 4.1 to 4.6 occur, the warranty will be automatically invalidated.

5. Claims in connection with the warranty set out above will only be entertained by the Company if the purchaser notifies the Company in writing within 7 days of becoming aware of a defect in the Goods. The purchaser shall, at the Company's election, deliver the Goods to the Company at the purchaser's cost, together with all original packaging, or grant the Company access to its premises in order to inspect the Goods.
6. In the event that the Company confirms that the warranty is enforceable in accordance with the Terms, it shall, at its election, repair or replace the Goods.

7. Any related cost of freight, transportation, installation, service or labour shall be borne by the Company. Any Goods which are replaced by the Company shall become the property of the Company without compensation being payable to the purchaser.
8. Notwithstanding any provision to the contrary, the extent of the Company's liability arising from the enforcement of the warranty set out above shall not exceed the original purchase price of the Goods.
9. Save as is expressly set out above, the Company gives no other warranties or representations (whether express, implied, tacit or arising under common law or any legislation) in relation to or in connection with the Goods and/or Services.

**ANTHONY MEDERER**  
MANAGING DIRECTOR