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## GLS Tanks International GmbH - LIMITED WARRANTY

The following limited warranty is offered for our products:

### COVERAGE:

The lawful owner of the products mentioned in the contract or confirmation of order, is covered by this warranty.

### WARRANTY TRANSFER:

This warranty must not be transferred or assigned to any other entity or person other than the lawful owner.

### WARRANTY DEFINITION:

The products supplied by GLS Tanks International GmbH are free from faults in material and finish, under common use and conditions for the warranty period as mentioned in the contract or confirmation of order.

### WARRANTY EXCLUSIONS:

Our Warranty does not cover items or materials that were not manufactured and sold by GLS Tanks International GmbH. For any products manufactured by others, the warranty of the respective manufacturer applies.

The above mentioned warranty does not apply damage or loss of any of our products or system as a consequence of:

1. Any material failures or defects of items manufactured by others.
2. Acts of God - storm, earthquake, hail, flood, fire, or any other natural disaster.
3. Any physical damage to the product including but not limited to: misuse, accident, negligence, vandalism & other destruction
4. Any exposure to substances, materials or temperatures which GLS Tanks International GmbH has not given its written confirmation.
5. Any changes of the process or purpose of our product without written confirmation, including but not limited to: stored media, maximum temperature, vacuum & pressure, specific weight, additional accessories
6. Any issues, problems or consequences caused in whole or in part by incorrect parameters, material, services or work provided by client (e.g. foundation)
7. Any faults contrary to our instructions, applicable standards and practices, in fields of installation, operation, storage, handling, transport or maintenance of our products (e.g. correct filling, emptying & operation). All products must be maintained according to the specifications of GLS Tanks International GmbH. The client has to make sure that design pressures/vacuums may not exceed by maintaining all the related devices. The client is responsible for regular inspections in accordance with our guidelines. Written inspection reports have to be provided within 2 weeks.

The above mentioned warranty is not applicable for products that have been repaired or modified by a third party without other than us without a written acceptance of GLS Tanks International GmbH.

## LEGAL ACTION:

Your claim is limited to the provision of a replacement product or part. GLS Tanks International GmbH will neither pay for any work due to removing or replacing of defective parts or product nor for the transport or the repair of replacement parts or products. We have the exclusive discretion to choose the method if it comes to a claim. This can lead to a replacement, a repair or we decide to pay you an appropriate value, based on the remaining warranty period. The warranty period will not be extended by any repair or replacement. Our company decides if any repairs are required under the terms of the warranty. As long as we are willing to provide suitable replacement or an alternative, the warranty has not failed its essential purpose.

## PROCESS OF CLAIMS:

The client must claim faulty or defective part or products within 8 days after discovering by a written report. If there is a notice of defects, which is in whole or in part unjustified, we are entitled to demand compensation for the expenses incurred by the client. In case of a claim we have the right do an inspection on site or instruct the client to ship the faulty products or parts to our factory, without costs for our company, for inspection. If the claimed products or parts found not to be covered by this warranty, the client has to pay for any repair or replacement. If an inspection is necessary, the client is responsible for any on-site preparation. All expenses due to such an inspection will be invoiced to the client.

## LIMITATION OF LIABILITY:

GLS Tanks International GmbH is not responsible for any damage to persons, property and consequential damage associated with our scope of supply regardless of cause. GLS Tanks International GmbH is released from possible arising costs for compensation for loss suffered and immaterial damage against thirds or consequential damage. We are not liable for any other damage of any kind including, but not limited to incidental or consequential damage for lost profits, lost sales, injury to property or persons (including damage as a result of natural disasters or acts of god), environmental damage or any other incidental or consequential loss. No remedy shall be available for such damages. This limitation of liability shall apply to any claim against us to the fullest extent permitted by law, including without limitation any claim of breach of contract, negligent, misrepresentation, non disclosure, breach of any duty of good faith and fair dealing, violation of any consumer protection statute, or any tort claims.

## APPLICABLE LAW

Austrian law applies, regardless of the location of the project. The provisions of the CISG do not apply. Place of jurisdiction is the court in charge in 3500 Krems an der Donau, Austria.

## TERMINATION

This warranty will be terminated if we do not receive all project related payments on time.

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GLS Tanks International GmbH

Date

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Client

Date

**Project:** E

**Warranty period:** months (from shipment date)