



# WARRANTY

## For Kalde Water Installation Systems with Multilayer Pipes and Metal Fittings (collectively 'Product' or 'Products')

Kalde Klima Orta Basıncı ve Valf Sanayii A.Ş.'s ("Kalde") Products are manufactured according to international standards and they particularly conform to the DIN norms. This Limited Warranty provides that, subject to the following limitations, each Kalde Product will be free from defects in material and workmanship and will conform to Kalde's specification for the particular Product. Your exclusive remedy for any defective Product is limited to the repair or replacement of the defective Product within ten (10) years from the date of purchase. If Kalde is unable to repair or replace, as applicable, a defective Product which is covered by this Limited Warranty, Kalde shall, within a reasonable time refund the purchase price of the Product.

This Limited Warranty covers only those defects that arise as a result of normal use, Kalde shall not be liable for any defects that are caused by the neglect, abuse, misuse or mistreatment by anyone or any entity other than Kalde, including but not limited to, improper installation or testing, user's flawed designs or specifications, unsatisfactory applications, use in conjunction with incompatible materials, contact with aggressive chemical agents, freezing or overheating of liquids in the product and any other neglect or misuse. This Limited Warranty shall be void if the Product fails to function properly as a result of any force majeure (i.e. earthquakes, flood, fire etc.) This Limited Warranty also specifically excludes failure or damage caused by fire stopping materials, tread sealants, plasticized vinyl products or damage caused by the fault or negligence of anyone other than Kalde, or defects that are caused by any Products that have been altered or modified in any way by a person or entity other than Kalde. Products must be used in accordance with standards, regulations and the applicable standards, failure to adhere to these standards shall void this Limited Warranty. Kalde shall have sole and absolute authority to decide whether the Product is covered under the Limited Warranty.

Kalde shall have a reasonable time to repair or replace a defective Product, after determining that a defective Product exists. Kalde's replacement Product under its Limited Warranty will be manufactured from new and serviceable used parts. Kalde's warranty applies to repaired or replaced Products for the balance of the applicable period of the original warranty or ninety days from the date of shipment of a repaired or replaced Product, whichever is longer. For warranty application the end-user must present the purchase invoice.

Kalde's entire liability for any defective Product shall in no event exceed the purchase price for the defective Product. There are no warranties which extend beyond the face of Kalde's Limited Warranty. Kalde specifically disclaims all other warranties, express or implied, regarding the Products, including any implied warranties of merchantability, fitness for a particular purpose or satisfactory quality. In no event shall Kalde or its third party suppliers be liable for direct, indirect, special, collateral, punitive, incidental or consequential damages. No claim or suit shall be brought against Kalde more than one year after the related cause of action has occurred. The foregoing liability limitations are essential elements of this Limited Warranty. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this Limited Warranty. No addition to or modification of any provision of This Limited Warranty shall be binding upon Kalde unless made in writing and signed by Kalde Klima Orta Basıncı ve Valf Sanayii A.Ş. This Limited Warranty shall be governed by and construed under the law of Republic of Turkey, without regard to the conflict of law principles thereof. All disputes arising out of or relating to this Limited Warranty shall be adjudicated at Istanbul Merkez Mahkemeleri, Turkey. Kalde doesn't provide any warranty to Products sold to U.S. and Canada.

NOTE: Kalde carries a Products Liability Insurance Policy from ERGO AŞ. that provides for EURO 2,000,000 per year to cover any third-party legal liability. For insurance application the internationally approved procedures are required. This Products Liability Insurance Policy does not include the damage claims made in connection with the (direct or indirect) sales made to countries that have been placed an embargo by USA or EU countries (including the OFAC countries). Kalde keeps the right to ask for any supplementary document necessary to approve damage indemnity.