



Defects Warranty for Wavin Products

Wavin _____ {Name of the distributor} (hereinafter: "Wavin") warrants towards _____ (Name of the Installer") for the project _____ that the goods sold and delivered by Wavin (hereinafter: "the Products") will be free from defects in material and/or manufacture and will comply in the country of origin with applicable legislation, regulations and the latest technical knowledge and the requirements of good and sound craftsmanship. In the event the Installer proves that any of the Products are not in conformity with the above warranty ("Warranty"), Wavin shall:

- A. replace such Products by new delivery free of charge to the Installer;
- B. In case the replacing Products appear to be defective as well; rescission of the purchase agreement for such defective Products or a price reduction as considered appropriate by Wavin.
- C. Compensation of the following damages in case the defects are attributable to us;
 - damages to the Products
 - damages caused by defective Products to property of the Installer or of counterparties of the Installer
 - damage as a result of personal injury caused by defective Products

On the following conditions:

- I. the Products have been installed according to the most recent installation guidelines as published by Wavin on its website, the applicable legislation and all demands of the latest technical knowledge and the requirements of good and sound craftsmanship;
- II. the Wavin [Soil & Waste] [Soil, waste and rainwater drainage system] System has been installed with Wavin products only. In other words no competing products from other suppliers have been installed in the system;
- III. Wavin has received a written complaint about the defective Products within 30 days after discovery of the defects;
- IV. Installer has given Wavin the opportunity to verify the defects on site immediately after receipt of the written complaint

This Warranty shall have a duration of 10 years after delivery of the Products

On top of the 10 years remedies mentioned under points A, B, and C, Wavin shall also in case of proven breach of this Warranty, for a period of 5 years after delivery of the Products and on the conditions as mentioned in points I – IV above:

- D. bear the costs necessarily incurred in seeking and finding the defective Products and excavation and removal of defective Products and compensate, in case the defects are attributable to us, damages caused by the excavation and removal from defective products to other property of the Installer or of counterparties of the Installer.

Our total liability for costs, price reductions or damages as mentioned above under A, B C and D is in all cases limited to a maximum of INR 88,240,000* per cause of failure with a maximum of INR 88,240,000* per year.

We have insured our liability under this Warranty at a reputable insurance company.

This Warranty is applicable to all products of Wavin, with the exception of electrical parts and pressing tools. All other warranties, representations and other terms as to the quality of the Products, their fitness for purpose, or their correspondence with any description or sample are excluded.

Any further rights or remedies the Installer may have and especially all claims for consequential damages or losses (e.g.: loss of profit, loss of production) shall be excluded. The Installer further accepts the applicability of the General Terms of Sale and Delivery of Wavin.

This Warranty shall be construed in accordance with Indian laws. Any provision of this Warranty which is prohibited, void or unenforceable in the applicable jurisdiction shall be ineffective to the extent possible without invalidating the remaining provisions as applicable in that jurisdiction.

Wavin _____ [Name of Distributor] _____ [Name of the INSTALLER]