



# WARRANTY AGREEMENT

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Pro Clima NZ Limited, 7 Daly Street, Lower Hutt 5010, New Zealand  
in the name of Moll bauökologische Produkte GmbH, Rheintalstraße 35-43, 68723 Schwetzingen, Germany

Version: January 2017

## 1. Subject of this Warranty Agreement

Moll bauökologische Produkte GmbH (hereinafter referred to as "Moll") hereby assumes a limited manufacturer's warranty in accordance with the conditions of this Warranty Agreement for pro clima standard products supplied by Moll (hereinafter referred to as "product") for the benefit of the party entitled to make claims as per Clause 2 for the warranty period as per Clause 4.

## 2. Party entitled to make claims

The party entitled to make claims shall be the customer that purchased the product directly from Moll as well as this customer's end customer that processes the products, insofar as this end customer can prove that it has purchased the products from a direct customer of Moll (hereinafter referred to as the "Claimant"). Presentation of the purchase receipt or – insofar as no written contract exists – of the invoice (hereinafter referred to as the "proof of entitlement to make claims") shall suffice as proof of entitlement to make claims.

## 3. Warranty event

A warranty event in the sense of this Warranty Agreement shall only exist if a deviation in the characteristics of the product with respect to the specification from Moll that was valid at the time of the purchase becomes evident within the warranty period as per Clause 4 and if this deviation cannot be ascribed to an error in the use of the product – in particular, to non-observance of the operating, maintenance or installation instructions – or to external influences on the product. Moll explicitly refuses to provide any warranty that goes beyond this.

## 4. Warranty period

The warranty period for products shall begin at the time of the sale of the product to the first customer by Moll and shall end six years after this time. The warranty period shall extend to ten years after the time of the sale of the product to the first customer by Moll if installation of the products is carried out solely in combination with pro clima standard products, insofar as products for the relevant application are available as part of the pro clima system.

## 5. Notification of a warranty event

If a warranty event as per Clause 3 occurs within the warranty period as per Clause 4, the Claimant must notify Moll of this in writing without delay within the warranty period as per Clause 4, but at the latest within fourteen days of the Claimant becoming aware of the warranty event, and the Claimant must include proof of entitlement to make claims with this notification.

## 6. Warranty claims

If the Claimant has notified Moll properly as per Clause 5 of a warranty event as per Clause 3 within the warranty period as per Clause 4, Moll shall at its own discretion supply a replacement product to the Claimant at the place of use of the defective product at Moll's own expense or shall rectify the fault with the product. If the product has already been installed, Moll shall at its own discretion either bear the documented, reasonable costs for its installation and removal or else commission a third party to carry out installation and removal. The Claimant who makes a claim in this manner must present a binding cost estimate to Moll at the Claimant's own expense and obtain a decision from Moll as to whether Moll will bear these costs or commission a third party to carry out installation and removal.

## 7. Period of limitation

The warranty claims as per Clause 6 shall expire within one year of notification of these claims being provided.

## 8. No further claims; no liability

Moll shall accept no further claims against the Claimant or any other third parties as a result of this Warranty Agreement. In particular, Moll shall not be liable for any possible damage as a consequence of faults in the product.

## 9. Legal claims

Any legal claims by the Claimant against Moll or against a customer of Moll as a seller shall remain unaffected by this Warranty Agreement.

## 10. Final provisions

Schwetzingen is hereby agreed as exclusive place of jurisdiction for both parties. However, Moll shall also be entitled to take legal action against the Claimant at the Claimant's generally applicable place of jurisdiction. This Warranty Agreement shall be solely subject to German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Should individual provisions of these Terms and Conditions be or become legally invalid, the legal validity of the remaining provisions shall remain unaffected. In this case, the parties shall be obliged to conduct negotiations in good faith with the aim of replacing the invalid provision with a valid provision that corresponds as closely as possible to the intended economic purpose of the invalid provision. This shall apply accordingly in cases of loopholes in this Warranty Agreement.