

Warranty Declaration for JetFlex® Complete Assembled Diffusers

Valid with effect from November 2009

Jäger Umwelt-Technik GmbH & Co. KG (hereinafter JUT) undertake to provide our purchasers with a warranty for all JetFlex® Complete Assembled Diffusers from the TD (tube diffuser) and HD (disc diffuser) series sold by JUT within and outside the Federal Republic of Germany in accordance with the following terms and conditions. Unless otherwise agreed or regulated below "Warranty" means the legal definitions and legal rights according to the German Civil Code (Bürgerliches Gesetzbuch –BGB- effective June 2009, Article 433 and Article 437 including amendment, resupply, paying damages only for actual fault). Any guarantee regulations and legal rights or damages without fault within the meaning of Article 443 of the German Civil Code (Bürgerliches Gesetzbuch –BGB- effective June 2009) are excluded. Any indispensable law will remain unaffected.

§ 1

Warranty period

- a) Unless otherwise agreed or regulated the warranty claims become to fall under the statute of limitations (normally 24 months after delivery of goods) according to the regulations of the German Civil Code (Bürgerliches Gesetzbuch –BGB- effective June 2009).
- b) Should the JetFlex® Complete Assembled Diffuser be replaced by a new JetFlex® Complete Assembled Diffuser the warranty claims of the new become fall under the statute of limitations at the 24 months after the initial first membrane has been put into service, however, at the latest 36 months after delivery of the initial first membrane. Thus the newly installed JetFlex® Complete Assembled Diffuser is not accorded its own separate period of warranty.

§ 2

Warranty conditions

The purchaser is only entitled to claim under a warranty in accordance with § 4 in the event that

- a) the JetFlex® Complete Assembled Diffuser has been installed in a municipal sewage treatment plant where the sewage composition always fulfilled the conditions laid down in the latest

edition of the working specification sheet no. 115 as published by the 'German water-management, sewage and refuse association' (DWA), and this since the JetFlex® Complete Assembled Diffuser was put into service (sewage composition according to DWA-M 115 part 1 through part 3 with a maximum of 10% industrial water calculated according to freight, not volume),

- b) Original equipment only was used on sealing and bonding elements,
- c) Attention was paid to the "Assembly, Operating and Maintenance Manual" for GUMMI-JAEGER Complete Assembled Diffusers,
- d) The annual inspection of the entire diffuser system was carried out as stipulated in the instruction manual, and
- e) The JetFlex® Complete Assembled Diffuser did not remain in storage for longer than 12 months after purchase and that storage conditions conformed to DIN 7716.
- f) The purchaser had tested the JetFlex® Complete Assembled Diffuser in advance for the planned installation.
By purchasing the product the purchaser is confirming that the JetFlex® Complete Assembled Diffuser had been tested sufficiently and fits the intended installation purpose.

Proof that the conditions of the warranty have been met has to be provided by the purchaser.

§ 3

Exclusion of warranty

Claims under the warranty shall not be considered valid in the event that

- a) the JetFlex® Complete Assembled Diffuser is damaged as a result of force majeure or through the physical interference of a third party,
- b) the damage is caused by deposits on or underneath the membranes of the JetFlex® Complete Assembled Diffuser or
- c) the damage is caused by unforeseeable air current conditions resulting e.g. from the sewage accelerator.

§ 4

Warranty claims

- a) In the event that material defects or flaws in production are discovered in the JetFlex® Complete Assembled Diffuser - beyond doubt proved by the purchaser - JUT undertake to
- either replace the JetFlex® Complete Assembled Diffuser by a new one on receipt of a claim in accordance with § 5 and subject to the regulations in §4 c), above or repair the delivered JetFlex® Complete Assembled Diffuser;
 - provide the purchaser with a credit note to the value of a JetFlex® Complete Assembled diffuser in the event that he or she exchanges the JetFlex® Complete Assembled Diffuser in order to prevent damage to it or commissions its exchange by a third party without having previously made a claim in accordance with § 5 or without obtaining a prior appraisal.
- b) Any further claims, particularly claims for damages, shall not be considered valid. Any indispensable law will remain unaffected.
- c) The aeration equipment must be designed in a way that the JetFlex® Complete Assembled Diffuser can be lifted easily, thus facilitating its inspection and, if necessary, exchange.

If the construction supporting the JetFlex® Complete Assembled Diffuser cannot be lifted or can only be moved with the aid of a truck-mounted crane or machinery of similar force, JUT is only obliged to provide a warranty in the event that JUT has received a prior written declaration of cost exemption from the purchaser or sewage treatment plant operator.

§ 5

Enforcement of warranty claims

If material defects or flaws in production become apparent during the warranty period, claims should be enforced immediately (within 5 working days of their detection).

In order for the claim to be enforced, the purchaser is obliged to submit the following:

- a) a description of the defect,
- b) this warranty,
- c) invoices, delivery notes or other suitable documentation for proof of the purchase date and the date on which the equipment was put into service,
- d) details of the location of the JetFlex® Complete Assembled Diffuser
- e) the purchaser must grant JUT or a person named by JUT the possibility of making an immediate assessment of the defect.

§ 6

Place of jurisdiction, applicable law

The place of jurisdiction for all disputes arising from this warranty is Hanover.

This warranty and all claims, rights and obligations arising from it is exclusively subject to German Law, to the exclusion of both international private law and the UN Sales Convention.

In case actual or future provisions - in whole or part - are void or are becoming void or not realizable, then this shall not effect the validity of the remaining provisions.

§ 7

Extending the warranty period

The warranty can be prolonged to a maximum of 5 years from the date of delivery on receipt of a surcharge of 25 percent of the sales prices.

Should a warranty claim arise, the cost of the replacement delivery of a JetFlex® Complete Assembled Diffuser or repair or the delivered JetFlex® Complete Assembled diffuser shall be regulated accordingly taking the amortization period into account:

- during the 3rd year of operation: purchaser bears ¼ of the costs
- during the 4th year of operation: purchaser bears ½ of the costs
- during the 5th year of operation: purchaser bears ¾ of the costs

Please contact us directly should you wish to extend your period of warranty.