

## **GENERAL WARRANTY CONDITIONS**

This document presents the warranty conditions offered to any customer for all the pieces of equipments manufactured by DENGÉ and sold to him through DENGÉ directly or through the authorized DENGÉ Sales and Service representative.

The general warranty conditions hereunder described do govern the relationship between final customer of a DENGÉ product, hereunder called « the buyer » and DENGÉ factory, called « the manufacturer », following the sales of new product manufactured by DENGÉ, through an authorized DENGÉ Sales and Service representative , called « the seller ». The fact that the buyer places an order of a DENGÉ product means that he has read the present policy and does accept its provision. Any other general or particular provision, that differs from or contradicts one of the general or particular conditions described hereafter which may appear in any document from the buyer and especially in its general purchasing conditions, cannot be used against the manufacturer unless accepted by DENGÉ in a written agreement.

### **ARTICLE 1:**

DENGÉ warrants that each new item of equipment is of good workmanship and is free from mechanical defects, provided that:

- 1) The product is installed and operated in accordance with printed DENGÉ Equipment's instructions.
- 2) The product is used under normal operating conditions, for which it is designed,
- 3) The product is not subject to misuse, negligence or accident,
- 4) The product receives proper care, lubrication, protection and maintenance under the supervision of trained personnel,
- 5) The product is normally protected from exterior aggressions whatever their origin.

### **ARTICLE 2:**

This warranty expires, unless otherwise agreed by DENGÉ in a special provision, 12 months after shipment and 14 Months after invoice date by the manufacturer. Warranty of parts or components on a Denge product which are not manufacture of Denge are limited to their Vendors' warranty.

### **ARTICLE 3:**

The DENGÉ Warranty is strictly limited to the replacement of defective parts and if the repair does justify it, to the assistance of a technician. Parts shipping expenses and traveling and housing expenses of personnel are to be paid by Buyer.

### **ARTICLE 4:**

The DENGÉ Warranty does not apply to fluids, oils, fuses, bulbs, accumulators, paint, seals, tires, bumpers, pads and other consumables or normally wearing type items unless found to be defective prior to use.

### **ARTICLE 5:**

All warranty claims from the Buyer must be sent by written to Seller who will be in charge of dealing with the Manufacturer to address the problem in a timely manner. All the expenses of travelling and housing of DENGÉ personnel related to a warranty claim will be invoiced to the buyer if DENGÉ employees have to inspect/evaluate the claim at final destination.

### **ARTICLE 6:**

This warranty is extended by DENGÉ only to the buyer of new products from DENGÉ or of its authorized distributors. The products purchased under this warranty are intended for use exclusively by the buyer and his employees and by no other person. Therefore, there shall be no third party beneficiary of this warranty.

**ARTICLE 7:**

This warranty does only apply to the primeval reason. In other words, the consequences on the product linked to its use after first problem are not covered by this warranty.

**ARTICLE 8:**

Under no circumstances whatever shall DENGE and the seller be liable for any special or consequential damages, whether based on lost goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence or otherwise, the case of personal injury as may be required by applicable law; DENGE's liability is limited to conditions and limits of Product Liability Insurance Policy. Product Liability Insurance Policy is 206631163

**ARTICLE 9:**

The warranty is automatically void by DENGE in the following cases:

- 1) The product has received some modification, not advised by DENGE or not done following DENGE requirements
- 2) Some original parts have been replaced by parts not provided by DENGE.
- 3) The product is sold to a 3rd party.

**ARTICLE 10:**

This warranty and all undertaking of DENGE shall be governed by the laws of manufacturer's country and discussed in front of nearest court from the manufacturer's facility even in case of multiple of defenders.

**Caution :**

**On revealing any incompleteness in delivery or any other evident external damage at the time of arrival to BUYER's address, the Buyer shall immediately attest the fact, draw up a bilateral act in the presence of the Carrier and forward a copy of the act to the Seller within 2 days.**