

GUARANTEE DECLARATION



Valid for the following products (the “Products”)

1. **ULTRA SILENT™** (pipe & fittings) noise insulated above-ground drainage.
2. **ULTRA SILENT+™** (pipes & fittings) noise insulated above-ground drainage.
3. HT-PP (pipes & fittings) above-ground drainage.
4. **THREADLOCK™** TL system - waste water pipes & fittings.

Periods and Scope of Coverage

Huliot A.C.S. Ltd. warrants to each end-user purchaser (excluding in the USA and Canada) that its Products will be free from defects which arise solely from faulty materials and workmanship and which appear in the Products under normal use and service, for a period of **10 years** from the date of manufacturing the respective Product (the “Warranty Period”), all in accordance with the terms of this Warranty.

In the event that the Product is determined by Huliot A.C.S. Ltd. to be defective within the Warranty Period, Huliot A.C.S. Ltd. will, at its option, either (a) repair or supply an equivalent replacement Product or (b) refund the purchase price in exchange for the return of the Product. Any replaced or repaired Product will be warranted only for the unexpired portion of the original Warranty Period. Any defective Products or components shall become Huliot A.C.S. Ltd.’s property as soon as they have been replaced.

This Warranty constitutes the entire liability of Huliot A.C.S. Ltd. and is expressly in lieu of any other warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose, and of any other obligations or liability. Huliot A.C.S. Ltd. shall in no event be liable for any indirect, special, incidental, consequential damages or for any losses in relation with the Products, their sale, handling, installation or use. Without derogating from the generality of the foregoing, Huliot A.C.S. Ltd.’s total liability for any and all liabilities, claims and damages relating to this Warranty and/or the Products, shall not, in the aggregate, exceed the amount of 1,000,000€ per event or series of events emanating from the same cause

Exclusions from Coverage and Conditions for Coverage

This Warranty will not apply or will be voided at Huliot A.C.S. Ltd.’s sole discretion if the Product in question was not manufactured by Huliot A.C.S. Ltd., even if it is sold by Huliot A.C.S. Ltd., and also excludes defects or failures caused after shipment by any of the following:

1. Improper installation (including, without limitation, misalignment), unless all the measures necessary for damage minimization were initiated immediately;
2. Use in improper applications or conditions or in conjunction with improper materials (including, without limitation, improper lubricants, pastes, solvents or sealants);
3. Contact with aggressive chemical agents, freezing or overheating of liquids in the Product, or unusual pressure, surges or pulsation;
4. Vibration;
5. Temperature shock;
6. U.V. degradation;
7. Failure to adhere to Huliot A.C.S. Ltd.’s instructions concerning the proper handling, installation, testing and use of the Product;
8. Failure to adhere to applicable standards set forth by local laws, codes, or regulations and the applicable ‘Industry standards’;
9. Any other improper activities not listed above or damage caused by the fault or negligence of anyone other than Huliot A.C.S. Ltd.

Every claim for breach under this Warranty shall be void unless (a) the claim is made in writing to Huliot A.C.S. Ltd. and postmarked within five (5) business days of the date the defect was discovered or in the exercise of ordinary care should have been discovered, and (b) the claim is made within the Warranty Period, and (c) proof of purchase with the date thereof as well as a description of the alleged defect in reasonable detail, including, at Huliot A.C.S. Ltd.’s request, a visual and any other relevant evidence and/or samples, is presented to the satisfaction of Huliot A.C.S. Ltd., and (d) at Huliot A.C.S. Ltd.’s request, the defective Product have been transferred and/or returned to Huliot A.C.S. Ltd. in accordance with its instructions (and in such event written permission and/or a Return Goods Authorization (RGA) is obtained from Huliot A.C.S. Ltd.) or Huliot A.C.S. Ltd. is given a meaningful and reasonable opportunity to inspect the allegedly defective Product and its installation at the site, and (e) all the parts relating to the claim are kept for the investigation of the damage occurrence and are provided to Huliot A.C.S. Ltd. upon request.

Any claim for breach of warranty must be sent to: Huliot Export Department
(Fax: +972-4-6959698, Email: info@huliot.com).