

### General Warranty Conditions:

Subject to exclusions, limitations, disclaimers, limitations of remedy, and limitations of liability of this warranty, Hafele (Thailand) Ltd. ("HÄFELE"), warrants to the original purchaser whose name appears in the warranty card which was provided, that each HÄFELE product shall be free of defects in material and workmanship for a period of one (1) year from the date of invoice issued by HÄFELE or HÄFELE's authorized dealer.

The warranty period will expire automatically even if the product has not been fully used or installed during the warranty period.

In accordance with these general warranty conditions ("WARRANTY"), HÄFELE will correct defects affecting the product which are clearly a result of material or mechanical defects, manufacturing faults and faults in finishing like tarnishing, flaking, discolouring or corrosion, provided they are reported within one (1) year from the date of invoice ("WARRANTY PERIOD").

Although HÄFELE's internal quality standards protect HÄFELE against unacceptable quality it is still possible that a minor imperfection or surface blemish is the highest quality obtainable. All final decisions of quality remain exclusively in the discretion of HÄFELE.

All warranty conditions and terms are subject to change without prior notice.

### Special Limited Warranty Periods for Sanitary Items:

The following product groups are subject to a special limited warranty period:

Three (3) years from date of invoice for:

- Acrylic bath tub
- Electronic parts for shower heater
- Electronic parts for automatic faucet

Five (5) years from date of Invoice for:

- Sanitary Ceramic ware, except discontinued products
- Faucet, only ceramic cartridge part (only water leakage)
- Heater tank part for shower heater

### Special Limited Warranty Periods and Conditions for Home Appliance Products (Gas & Electronic Appliances) – ("HOME APPLIANCE PRODUCTS"):

All HOME APPLIANCE PRODUCTS are provided with a three (3) year warranty period from date of invoice according to following conditions:

1<sup>st</sup> Year: HÄFELE will, at its sole discretion, either repair or replace the defective product free of charge.

2<sup>nd</sup> & 3<sup>rd</sup> Year HÄFELE will provide spare parts free of charge, excluding cost of labour

### General Exclusions:

1. If any HÄFELE product has a defect due to:

- Use of paints, solvents, chemicals, such as harsh or abrasive cleaner
- Aggressive environmental influences or chemical dust, such as construction dust, aggressive or high salt air or lime scale
- Damage as a result of any testing, adjustments or modification or improper installation or assembly contrary to any written installation instruction
- Failure to observe operation, poor or incorrect maintenance, failure to take proper care, misuse, abuse, wilful or negligent damage, unreasonable or extraordinary use, or any trial operation of the product
- Damage caused by excess or negative gas or water pressure or under/ or over voltage or defect caused by neglect, accident, misuse, abuse, rental usage, use in a manner that is not normal or customary, or extraordinary
- If the surface of the product has been scratched for any reason
- Defect or damage incurred from transportation or storage of the products in improper conditions, outside of HÄFELE's or HÄFELE's dealer responsibility

2. If any HÄFELE product has been modified by any third party component that is not sold or manufactured by HÄFELE or used in combination with third party components.

3. The limited warranty will not extend to fragile items or parts of wear and tear such as glass or cosmetic parts or consumable items (i.e. light-bulbs, batteries, filters, filter cartridges, aerators, shower nozzles or other consumables such as seals or hoses).

**Warranty Claims:** Any product believed to be defective must be claimed to the authorized dealer or retailer where the item has been originally purchased. Products covered by this warranty may not be returned without prior written authorization from HÄFELE or HÄFELE's authorized dealer or retailer. HÄFELE will not reimburse any costs arising for returning the goods.

The limited warranty is not transferable. All claims must be made within thirty (30) days of the discovery of the alleged defect(s). Each claim must be made in writing, briefly describing the defect, accompanied by the proof of purchase and received during the period of the warranty.

Warranty claims for HOME APPLIANCE PRODUCTS shall only be granted if the warranty card is provided, otherwise the rectification of the defect is subject to charges. The warrantee must provide other information and evidence reasonably required by HÄFELE and, if requested, must permit inspection of the product by HÄFELE or its representatives. If, after investigation, HÄFELE determines that the claim is valid, the remedy will be performed by or on behalf of HÄFELE in accordance with the conditions as describes in heading, "Remedies".

**Remedies:** If a claim is made under this warranty and, after investigation by HÄFELE, proves to be valid, HÄFELE will, at its sole option, either repair or replace the defective product. Replaced parts pass into HÄFELE's ownership.

Should the defective product no longer be manufactured or be available at the time the warranty claim is brought forward, HÄFELE may on its discretion deliver a product of the similar value, equivalent model or colour, or will refund the price of the defective portion of the goods.

In the event of repair or replacement, the original remaining WARRANTY PERIOD would continue and be applicable to the repaired or replaced HÄFELE product in whole and would not set in motion a new WARRANTY PERIOD. The WARRANTY PERIOD for spare parts fitted ends with the expiry of the WARRANTY PERIOD on the appliance as a whole. Also any time consumed for repairs or replacement under this WARRANTY shall not be excluded from the WARRANTY PERIOD. Therefore, the WARRANTY PERIOD ends according to the first invoice date. There is no additional warranty or WARRANTY PERIOD granted.

Any service may not be available outside of Thailand. Please check with your retailer or HÄFELE Sales.

**Limitation of Liabilities:** Except as expressly provided in this WARRANTY, (a) HÄFELE makes no warranties, and disclaims all warranties, representations and guarantees (whether expressly, implied or statutory), including, but not limited to, any implied merchantability or fitness for a particular purpose, and (b) HÄFELE shall not, in any event, be liable for any consequential incidental damages under any circumstances, whether based on tort or breach of contract claims or on any other basis, to the extent these damages may be disclaimed by law.

This WARRANTY is subject to Thai material law. In the event that any section or clause contained in this WARRANTY is found to be invalid by a court of competent jurisdiction, the remaining sections and clauses shall remain in full force and effect. The invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Bangkok, in July 2016