

Sparcio Product Guarantee

1. General Provisions

Sparcio offers this Product Guarantee to consumers of Sparcio products, in addition to the implied warranty the consumer is entitled to vis-à-vis his seller. It is applicable notwithstanding any imperative liability provisions of the law, such as for example under the Product Liability Act, in cases of intent and gross negligence, concerning fatal injuries, bodily injuries, or injuries to health caused by Sparcio or its vicarious agents.

A „consumer“ in the sense of this Product Guarantee is any natural person who is the owner of the product and which he did not purchase with the intention of reselling it or installing it at a third party facility within the limits of his/ her business activity or independent occupation. The "first customer" is the consumer who was the first to buy the product from Sparcio, a dealer or any other natural or legal person who resells or installs the product within the limits of his/ her business activity or independent occupation.

2. Scope of Guarantee

Valid for Sparcio products purchased by primary customers (purchase receipt):

Sparcio guarantees to consumers that its products are free of material, fabrication and constructional defects. For this, the state-of-the-art of science and technology at the time of manufacture shall be relevant. The product must have had the defect that caused the damage already at the time of manufacture. Claims for consequential damages or from product liability only exist according to imperative legal provisions.

The product guarantee is valid for a period of 5 years as of the date when the first customer bought the product, however, maximum 6 years after the date of manufacture. If benefits have been granted under this guarantee, in particular in case of repair or replacement, the guarantee shall not be extended. Neither shall the guarantee period recommence in such cases.

3. Written Notification of Defects

The consumer can claim the rights under this guarantee by written notification of the defect within the guarantee period to Sparcio or the dealer from whom the first customer bought the product. The consumer shall also notify the defect within two months after he/ she has or should have detected the same. It is incumbent on the consumer to prove that the guarantee has not lapsed (for example by presenting the proof of purchase of the first customer). Sparcio shall be entitled, as the case may be, to determine the beginning of the guarantee period according to the date of manufacture.

4. Benefits of the Sparcio Product Guarantee

Sparcio shall, at its discretion, repair or replace the defective product or refund the purchase price to the consumer.

The consumer shall generally have the defective product replaced. In case of replacement, the old product shall be replaced free of charge by a new product of the same kind, same quality and same type. If the product in question is no longer manufactured at the time of the notification of the defect, Sparcio shall be entitled to deliver a similar product. Any labour, or installation costs will not be refunded.

If Sparcio decides by written consent to carry out the repair itself, Sparcio shall bear the costs for spare parts, installation and own labor costs arising thereby as well as any expenses for the transport or shipment of the product. The consumer must grant access to the product.

The transport or shipment to and from Sparcio or to and from the dealer, respectively, any removal and any reinstallation of the product, or any other particular measure may only be performed upon prior consent by Sparcio. If Sparcio agrees to the intended measure, Sparcio shall bear the costs arising from the performance of the measure. The consumer shall be obliged to pick up the product himself/herself at the nearest Sparcio dealer, unless anything to the contrary is agreed upon.

If Sparcio decides to refund the purchase price and confirms this in writing, the consumer shall return the product and Sparcio shall reimburse the paid purchase price.

Any consequential damages from product defects are not covered by this guarantee. Sparcio's Product Guarantee shall not exceed the original cost of the product.

5. Conditions and Exclusions

The conditions for the effectiveness of this guarantee are the professional installation and maintenance according to the operating instructions and the generally acknowledged rules of technology (e.g. by a master craftsman or an authorized specialist) and the compliance with the operating instructions and the use of the Sparcio products according to Sparcio's technical and care instructions.

This includes, among others but not exclusively, that supply water pipes are rinsed professionally and thoroughly according to applicable standards in particular before the products are installed or after any building activities have been carried out, that plumbings are in conformity with the enclosed graphical representations, and that the operating pressure in the water network is checked as concerns the technical provisions.

Mounting instructions and instructions for use and care are enclosed to each product and are also available at www.sparcio.com.

The guarantee does not cover:

- wearing parts, such as e.g. seals, by wear; - fragile parts, such as for example glass, electric bulbs, by breaking; - consumables, such as e.g. batteries, filters or aerators, by consumption; - minor deviations of the Sparcio products from the nominal condition that have no influence on the serviceability of the product;

- incoming dirt, water hammers, in particular warm water hammers, furrings, operating errors and operator's mistakes, damages due to aggressive environmental influences, chemicals, cleansing agents or incorrect tools; - product defects caused by the installation, transport and trial run of the bought product as well as - damages caused by the defective Sparcio product - showroom products etc.

The guarantee does not apply in case of:

- non-conformity with the mounting instructions and instructions for use and care that were provided or are available at www.sparcio.com; repair or care by non-professional persons; product defects that have been caused by the seller, plumber or third persons; damage attributed to normal wear or intentional damage - in case of a damage caused by negligence, a contributory negligence will be

allowed by common consent; improper installation or putting into operation; lack of or incorrect maintenance; products that have not been or are not used according to their intended purposes; if the product is altered; damage caused by force majeure or natural disasters, in particular, but not exclusively, in case of floods, fires or frost damage.

6. Non-applicability of the Guarantee

If it turns out that a product defect is not covered by this guarantee, the costs arising due to the shipping and transport of this product shall be borne by the consumer himself/ herself. Moreover, the consumer shall bear the costs, including any labor costs, that arise due to the inspection of the product, as well as the costs for the removal and reinstallation of the product. If the consumer requires that the repair be executed after he/she has been informed about the non-applicability of the guarantee and about the expected costs for the repair, he/she must also bear the costs for the spare parts and the labor costs.

If the product did not already have the defect at the time of delivery of the same, Sparcio shall decide in each individual case whether a repair/replacement will be performed by good will. In this case, the consumer has no legal claim to benefits from this guarantee.

7. Legal Rights

Apart from the rights under this guarantee, the consumer is entitled to legal rights. These rights, which may be more advantageous for the consumer, are not restricted by this guarantee. Moreover, the rights which the first customer and possibly the consumer have vis-à-vis the seller from whom the first customer bought the product remain unaffected by this guarantee.

8. Place of Performance, Place of Jurisdiction and Applicable Right

This guarantee is subject to Dutch law, excluding the UN Sales Convention (CISG) dated 11.04.1980. The place of performance for the obligations under this guarantee is Voorschoten, The Netherlands far as admissible, place of jurisdiction shall be Den Haag, the Netherlands.

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