

## MANUFACTURER'S WARRANTY

### I. The AUHNA MANUFACTURER'S WARRANTY

TRANSEL shall grant the end consumer the AUHNA MANUFACTURER'S WARRANTY for a period of 5 years in accordance with the terms and conditions set forth below for all products supplied to the end consumer under the "AUHNA" brand. This applies to all products purchased either directly from TRANSEL or from Company authorized distribution partners.

The end consumer means any natural person or legal entity that has purchased the product and does not intend to resell it and/or install it at third parties as part of his/its professional work.

The contractual or statutory rights of the end consumer as against the respective seller and the statutory rights of the end consumer as against the product's manufacturer shall not be affected by this warranty.

### II. Warranty service

TRANSEL warrants that all products supplied to the end consumer under the AUHNA brand shall be free and clear of material, manufacturing, design and functional defects. In assessing whether a product is defective, the technical standard followed by the Company as at the date of manufacture of the product shall be used as a basis. TRANSEL reserves the right to inspect each individual defective unit before admitting the warranty claim.

Defects that occur shall be rectified by TRANSEL at its own expense by way of – at TRANSEL's discretion – repair or replacement of new products.

The repair or exchange of a new product shall – at TRANSEL's discretion – be performed either by a qualified specialist fitter or a TRANSEL service employee.

A defective product shall be exchanged by way of free delivery and installation of a new product of the same kind, same quality and same type. Should the defective product no longer be manufactured at the time of the warranty event, TRANSEL may deliver a product of the same value as the price paid by the end consumer for the defective product. Following the exchange, title in the defective products shall pass to TRANSEL.

### III. Warranty period

The AUHNA MANUFACTURER'S WARRANTY shall apply for a period of 5 years commencing from the date of purchase of the product by the end consumer. The warranty shall be granted for a maximum period of 6 years from the date of manufacture of the product. For this purpose, it shall be the discretion of TRANSEL to determine the date of manufacture of the product.

The warranty period shall not be extended by any repair work authorized by TRANSEL or exchange of the product or parts, nor shall it commence to run anew. The same shall apply if these warranty terms and conditions are enclosed with the replacement product.

### IV. Warranty prerequisites

AUHNA MANUFACTURER'S WARRANTY is valid for products purchased either directly from TRANSEL or from Company authorized distribution partners within the MEA region. A prerequisite for a warranty claim

shall be the submission of the original proof of purchase with the date of purchase, which must clearly indicate the name and address of the seller and the place of purchase.

Moreover, claims under this warranty shall vest only if the product is properly installed and mounted. This shall apply irrespective of whether installation is performed by a qualified specialist fitter or whether the end consumer installs and mounts the product himself/itself. In any event, the technical product information issued by TRANSEL and the technical data sheets must be complied with during installation of the product.

Moreover, in order to claim the AUHNA MANUFACTURER'S WARRANTY the product must be duly and properly cleaned and cared for in accordance with the AUHNA care instructions.

The technical product information, the technical data sheets and the AUHNA care instructions may be found in the sales packaging. At the same time, they may be downloaded from AUHNA's website under [www.auhna.co.in](http://www.auhna.co.in). In the event of questions concerning maintenance and care, employees of TRANSEL's service organization will be happy to assist under the telephone number +91-124-4367213 or mail: [care@auhna.co.in](mailto:care@auhna.co.in)

The end consumer may claim warranty services only if notice of a defect arising is given prior to claiming of the warranty services, unless such notice is unreasonable in the relevant case. As a rule, the first contact person for notification in the context of the AUHNA MANUFACTURER'S WARRANTY shall be the specialist fitter from whom the end consumer purchased the product, otherwise a customer service point authorized by TRANSEL or TRANSEL itself. In this respect a call to TRANSEL's service organization shall be sufficient. Notification must be given within a reasonable period following discovery of the defect, and in any event prior to expiry of the warranty term.

#### V. Exclusion of the Warranty

Claims may not be asserted under the warranty:

- if the product was not properly installed, cleaned or repaired according to valid Water Regulations and general good plumbing practice;
- if the defect is attributable to incorrect use or incorrect handling of the product;
- if the defect occurs due to missing or improper maintenance;
- if spare parts other than original spare parts are used during repairs or maintenance of the product;
- if the defect was caused by transport, installation or any trial operation of the product;
- if the surface of the product has been scratched;
- if the product is a display (ex. showroom) product;
- if consumables or material subject to wear and tear (such as seals) are affected;
- if the defect was caused by a breakage of fragile parts (e.g. glass);
- if the defect occurs due to aggressive environmental influences (e.g. chemicals and cleaning agents), limescale or disruptions due to ice and/or lime;
- if the defect is caused by specific environmental circumstances (e.g. excess voltage or under voltage on the line); or
- if the defect is attributable to willful or negligent damage to the product by the end consumer or a third party.

TRANSEL will review in each specific case whether the warranty prerequisites have been met and whether there are any grounds for exclusion. The admission of warranty claims and the subsequent repair and/or replacement of the defective products is at the absolute discretion of TRANSEL and in no case can TRANSEL be forced to service warranty claims that are inadmissible according to TRANSEL, unless it is required to do so by a court order or prevailing law.

#### VI. Miscellaneous

This warranty shall apply in the foregoing scope and subject to the foregoing prerequisites (including submission of proof of purchase even in the event of resale) for each future owner of the product.

This warranty shall be governed by the laws of the Consumer Court of India.

#### **Transel Impex Pvt. Ltd.**

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