

Johs. Tandrup A/S Performance Guarantee

Date: 13-01-2016

Document: IN-SM-0003, rev 2

1. Which products

The performance guarantee from Johs. Tandrup A/S applies to goods delivered by Johs. Tandrup A/S

2. Performance guarantee period is as follows

1 year guarantee for all product categories.

3. Content of the Performance Guarantee

The Johs. Tandrup A/S Performance Guarantee relates to the durability of properly used Johs. Tandrup A/S products within the guarantee period and applies to the function of the product and covers material defects, which can be proved by the guarantee claimant to have been caused by a fault in manufacturing or material.

Johs. Tandrup A/S or an authorized Johs. Tandrup A/S dealer will replace a defect product component, only by evaluation of returned goods. If the product is no longer available, a replacement product which Johs. Tandrup A/S deems comparable in terms of quality or function will be delivered.

The Performance Guarantee does not cover all interchangeable parts, such as screws, filters, washers etc.

Furthermore the Performance Guarantee does not cover batteries.

No liability will be assumed for any damage caused through:

- a. Modification of the product, unless authorized by Johs. Tandrup A/S
- b. Unsuitable and improper use
- c. Incorrect or negligent treatment
- d. Disregard of installation, handling, maintenance or operation instructions
- e. The product has been subject to unusual physical stress, misuse, negligence, chemical agent or accident.

4. Limitation of liability

Johs. Tandrup A/S's liability for breach of warranty or any claim in respect of any defect of the product shall be limited to repair or replacement of the defective goods or at the Company's discretion the price of the product paid.

5. How and when to make a warranty claim

In case of warranty returns the product must be returned to Johs. Tandrup A/S. Products can only be returned after written confirmation by Johs. Tandrup A/S.

6. Choice of law and venue

All claims arising out of this warranty declaration must be decided by the Maritime and Commercial Court of Copenhagen exclusively. The warranty declaration shall be governed by Danish law, exclusive of Danish law on Conflicts of laws.