



BEL Limited Warranty

BEL Composite Iberica S.L. (hereinafter "BEL") warrant to the first Purchaser only (the "Customer") of each Pressure Vessel Body (the "Product") and their Head Assembly Components (hereinafter: "Parts"), that the Product and Parts will conform to the specifications contained in BEL engineering drawings and manuals, and, when installed, operated and maintained under normal use and in accordance with the applicable drawings and instructions, will be free from defects in materials and workmanship.

EXPIRY DATE

This limited warranty shall expire twelve (12) months from the date of BEL's invoice for the Product and Parts to the Customer. The warranty will become valid only and after full payment of the subject goods.

EXCLUSIONS

1. This Warranty shall be void if the Product and Parts are subject to any accident, damage, damage to the vessel sealing surfaces, faulty installation, problems with sealing caused by foreign debris or mishandling, misapplication, mishandling, chemical exposure, or other abuse or misuse; any modifications, additions or alterations not approved by BEL in advance and in writing;
2. This Warranty shall be void if there is any use of the Product and Parts after discovery of a defect without BEL prior written consent; or the Customer's refusal to permit BEL or its authorized representative to examine the Product and Parts in a timely manner in order to determine the nature and extent of a claimed defect.
3. Normal wear of replaceable components, including without limitation elastomeric seals, is specifically excluded from this warranty.
4. Noncompliance with applicable codes and ordinances including without limitation, relevant code and standards.

REMEDIES

6. BEL's sole obligation under this warranty, and the Customer's and User's sole remedy for any breach of this warranty, is limited to and shall be fully discharged by BEL's repair of any defective Product and Parts or, at BEL's sole discretion, its replacement of such Product and / or Parts with an identical or substantially similar Product.
7. BEL's repair or replacement of such Product and / or Parts shall take place at BEL's plant in Murcia, Spain, regardless to the order supply terms and the Customer shall be responsible for all charges incurred in shipping the Product and parts to BEL's plant and / or from BEL's plant and for any and all insurance in connection therewith. Any replacement Product and Parts will be warranted against defects in material and workmanship for the unexpired portion of the warranty period applicable to the Product and Parts as to which such repair and replacement has been made.



EVALUATION

8. For purposes of evaluating any alleged breach of warranty, BEL shall be entitled to conduct its own inspection and testing of the allegedly defective Product and / or Parts on the premises at which the Product and Parts were installed to determine the cause of the failure or problem which is the subject of the Customer's complaint. BEL may also request that Customer perform such inspections or tests and forward the results thereof to BEL.

9. BEL's expenses associated with an inspection of the water treatment system on Customer's premises at which the Product and Parts were installed shall be borne by BEL; provided, however, that if the Product failure is determined to be from a cause other than a breach of this limited Warranty, Customer shall pay to BEL a fee of 800.00 Euros per day plus all direct expenses incurred by BEL's employees in connection with any inspection and testing of said Product on Customer's premises.

LIMITATIONS OF WARRANTY

10. OTHER THAN AS SPECIFICALLY SET FORTH IN THIS WARRANTY, BEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT AND / OR PARTS, AND BEL DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

11. BEL'S LIABILITY UNDER THIS WARRANTY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE PRODUCTS WHICH ARE CLAIMED TO BE DEFECTIVE.

12. BEL SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, COST OF REMOVING OR INSTALLING THE PRODUCT OR PARTS, DOWNTIME, OR THE CLAIMS OF THIRD PARTIES, AND INJURIES OR DAMAGES TO PERSONS OR PROPERTY.

EXCLUSIVE WARRANTY

13. It is the intent of the parties to this contract to fully and completely state the rights and obligations of the parties in this contract and BEL has specifically set forth in this contract the extent and nature of the warranty on the Product(s) and Parts to be sold.

14. Customer acknowledges that it has read and understands this contract and agrees to be bound by its terms. Both BEL and Customer further agree that this contract is the complete and exclusive statement of the agreements between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties and any third party relating to this contract.

15. This contract may not be modified or altered except by written instrument duly executed by both BEL and Customer.

16. The performance and / or construction of the contract and all its terms and conditions will be regulated by the Spanish law, excluding rules on the conflict of laws. Any dispute arising between the parties out of or connected with the contract will be submitted to the exclusive jurisdiction of the court of Murcia, Spain.