

Frese A/S Terms and Conditions for Limited Product Warranty

(Frese A/S in the following referred to as Frese).

1. Frese Branded Products

For OPTIMA Compact pressure independent control valves, SIGMA Compact and ALPHA dynamic flow limiting valves, PV Compact differential pressure control valves, and MODULA bypass units, the following terms apply:

Frese warrants that the products will be free from defects in material and workmanship under normal use for a period of 36 months commencing from the date of purchase. Hereinafter referred to as the "Warranty Period".

In the event that the customer in writing can prove a later date of installation than the date of purchase, the 36 months Warranty Period will commence from such later date of installation.

The Warranty Period will always end at the latest 5 years from the date of purchase regardless of commence date.

Date of installation shall mean the date where the product has been installed in a pipe system or fitted together with another product first time regardless of when operation of the system starts.

For Frese branded actuators, the following terms apply:

Frese warrants that the products will to be free from defects in material and workmanship under normal use for a period of 36 months commencing from the date of purchase.

For all other Frese Branded products, the following terms apply:

Frese warrants that the products will to be free from defects in material and workmanship under normal use for a period of 24 months commencing from the date of purchase.

2. Non-Frese Branded Products

For non-Frese branded products sold by Frese, Frese refers to the warranty terms applying from the producers of such products and devices. Please contact Frese for further information on warranty terms applying to such products and devices.

3. Warranty Claims

In the event of defects covered by this limited warranty, Frese shall in writing be informed of such alleged defects, together with the customers documentation for normal use and operation of the defective product in accordance with the technical documentation and specifications for the product and information regarding the problem encountered within 30 days from the customer or user discovering the alleged defect. Proof of purchase date or proof of installation date if a later commencement date for the Warranty Period is claimed, shall be submitted together with the warranty claim. The defective product shall upon request from Frese be sent to Frese or to any other address designated by Frese with freight paid by the sender. Any warranty claim received by Frese without proper documentation or received after end of the Warranty Period will be rejected.

If Frese accepts that alleged defect is covered under this warranty and the claim has been filed within the Warranty Period, Frese will at its sole discretion replace, repair free of charge, or credit such defective product. If the product is replaced or repaired by Frese, Frese will at its own cost send the new or repaired product to the buyer or user and Frese will reimburse freight costs incurred in sending defective products to Frese.

Repaired or replaced products will be warranted hereunder for the remaining portion of the Warranty Period for the original product plus 2 months.

If the returned product is not defective as covered under this limited warranty, Frese may return the product at buyer or users cost and risk, and may charge a fee for the time and materials used in examining the returned product.

4. Limitations on and Exceptions from Warranty

This limited warranty does not extend to any product that has been damaged or rendered defective as a result of (a) modification, repair, alteration or improper installation, (b) unreasonable or improper use or storage, use beyond or outside rated conditions or specifications, operation outside Frese's instructions, or being otherwise subjected to improper maintenance, negligence or accidents including acts of nature (c) because of any use of the product after user has, or should have, knowledge of any defect in the Product.

A buyer is immediately upon delivery obliged to examine the products for defects. If a product is found to be defect, the buyer shall immediately notify Frese in writing. If the Buyer fails to do so, the buyer or any other user of such product shall not at a later date be entitled to complain about defects that were or would have been ascertained by such an examination. Replacement, repair free of charge or credit of the defective product upon Frese's sole discretion shall constitute the sole and only remedy for the customer under this warranty.

Frese's warranty liability shall not exceed the original purchase price of the defective product. In no event shall Frese be liable for any special, indirect, consequential, punitive or exemplary damages or losses arising out of any defects, breach of warranty or faulty products irrespective of the cause or reason for such liability, including but not limited to loss of profit, loss of production, loss of income, loss of goodwill, loss of data.

The limited warranty provided by Frese is exclusive and in lieu of all other warranties, express or implied including warranties of merchantability and fitness for a particular purpose, whether pertaining to the Product and whether arising by law, custom, conduct, usage or trade. The aforementioned shall not apply to the extent warranty cannot be excluded under applicable law.

**Frese A/S
Sorøvej 8
4200 Slagelse
Denmark**

**Phone: +45 58 56 00 00
E-mail: info@frese.dk**