

Specific warranty provisions EVA Tech EVAstream

Article 1. Definitions

- 1.1. In these specific warranty provisions, the following terms are used with the following meanings, unless expressly stated otherwise or unless the context indicates otherwise:
 - a. EVA Tech: the user of these specific warranty provisions: EVA Tech B.V. located at De Velde 1 in Zwartsluis (the Netherlands), registered with the Chamber of Commerce under registration number 73781207;
 - b. products: EVA Tech's products, as referred to in Article 2, paragraph 3;
 - c. counterparty: the natural or legal person who has purchased products from EVA Tech or one of its official resellers;
 - d. general terms and conditions: the general terms and conditions of EVA Tech;
 - e. RMA number: Return Material Authorization number.

Article 2. Applicability

- 2.1. These specific warranty provisions supplement the warranty provisions included in Article 8 of the general terms and conditions and any related provisions. If there is no deviation from these articles in the general terms and conditions, the general terms and conditions apply in full.
- 2.2. These specific warranty provisions only apply to EVA Tech products, as specified in paragraph 3 of this article and as indicated on the original sales receipt.
- 2.3. These warranty provisions apply to the following products:
 - a. EVAstream Fit/Pro/Max Recessed Version
 - b. EVAstream Fit/Pro/Max Surface Mounted Version

Article 3. Warranty provisions

- 3.1. The invoice with the corresponding motor code is the warranty certificate. When submitting a warranty claim, the counterparty must provide EVA Tech with the invoice, or a copy of the invoice, of the product to which the warranty claim relates.
- 3.2. EVA Tech guarantees that the products mentioned in Article 2.3 are free from defects in material and/or workmanship for a period of two (2) years from the first original invoice date.
- 3.3. The warranty period referred to in Article 3.2 does not apply to accessories such as, for example, DMX controllers, Piezo controls, remote controls, and other control accessories. Different warranty terms apply for accessories.
- 3.4. The warranty period mentioned in article 3.2 does not apply if the products listed under 2.3 have been modified to make them suitable for an application outside of the normal use of this product. In such a case, a warranty period of one (1) year applies, unless EVA Tech has explicitly notified the counterparty of a different warranty period in writing.
- 3.5. EVA Tech is the only party to determine whether a product (part) is defective.
- 3.6. When invoking the warranty, the counterparty must observe Articles 7 and 8 of the general terms and conditions insofar as these do not deviate from these warranty provisions.
- 3.7. If the defect is discovered within the warranty period after the original invoice date, notification of this is given to EVA Tech, and EVA Tech accepts the warranty claim, EVA Tech will determine whether the product will be repaired free of charge (in the factory) or a replacement or comparable product or product part will be offered (free of charge).
- 3.8. EVA Tech reserves the right to use repaired or new products or product parts for repairs or replacements, which are, as much as possible, equal to the original in quality, appearance, and performance. However, differences are possible for which EVA Tech will not be responsible.
- 3.9. Replacement and/or repaired products, or the used, new or other product parts, fall under the remainder of the original warranty period. Under no circumstances will the warranty be renewed or extended, nor will the warranty period be suspended.

Article 4. Normal use

- 4.1. The warranty only applies when the product is used and maintained normally and under normal conditions. Normal use includes:
- a. Installation, (dis)assembly, use in accordance with enclosed instructions for use, manuals and/or data sheet;
 - b. Installation, (dis)assembly, use and maintenance in accordance with EVA Tech's advice and/or manuals;
 - c. Installation as a complete system according to product manuals and nationally applicable standards;
 - d. Inspection and maintenance of the products and of confirmations in accordance with applicable laws, rules and standards, and the advice given by EVA Tech;
 - e. Compliance with nationally applicable laws and standards regarding the application of fasteners and periodic safety checks of fasteners and (fastening) materials for the application in which EVA Tech products and accessories are used.
- 4.2. The product data sheets of the individual products contain information on the application and normal conditions of use of the product. If this information is (partially) missing, the following preconditions apply as normal conditions of use:
- a. Minimum water temperature: 5°C
 - b. Maximum water temperature: 32°C
 - c. Maximum chlorine levels in the water:
 - Indoor swimming pool – Free available chlorine (FAC): $0.5 \leq \text{VBC} \leq 1.5$ mg/l
 - Open air swimming pool ≥ 20 m² – Free available chlorine (FAC): $0.5 \leq \text{VBC} \leq 3.0$ mg/l
 - Open air swimming pool < 20 m² – Free available chlorine (FAC): $0.5 \leq \text{VBC} \leq 5.0$ mg/L
 - All basins – Bound available chlorine: < 0.6 mg/l
 - d. No application in saltwater or sea water
 - e. The basin and the available accessories must be free of electrolysis
 - f. Installation housing must be properly earthed to prevent electrolysis
 - g. A continuous original EVA Tech cable must be used between the EVAstream machine/turbine and the controller
- The counterparty is responsible for transferring the required burden of proof to EVA Tech so that it can be used to determine whether the requirements for normal use as further described in this article have been met.
- 4.3. The counterparty should therefore install, use, and maintain the products as may be expected from a reasonably acting user.
- 4.4. The warranty is only valid when using original EVA Tech product parts, motor controllers and power supplies, cables, and accessories.
- 4.5. The counterparty must take all measures that can reasonably be expected to prevent or limit damage to the product.

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Article 5. Limitation of warranty

- 5.1. EVA Tech's liability is limited to what is included in article 9 of the general terms and conditions at all times.
- 5.2. EVA Tech can never be held liable for any damage that the counterparty suffers because an installation is temporarily not operational during the period that a product is defective, the warranty claim is being investigated, or a product is being replaced or repaired.
- 5.3. If a product is defective and the counterparty has the product replaced and/or repaired by a third party, those costs cannot be recovered from EVA Tech.
- 5.4. The installation and de-installation of the products are expressly excluded from these warranty terms, regardless of the cause of the defect or when the defect occurs.
- 5.5. Work and wages for installation or the de-installation, replacement or repairs are explicitly not covered by the warranty conditions and cannot be recovered from EVA Tech.
- 5.6. EVA Tech is not responsible or liable for the (checking of) mountings and mounting materials of products (including supplied mounting materials).

- 5.7. A warranty claim will not be honoured in the event of:
- a. Abnormal use or abnormal installation that conflicts with applicable national and international standards and installation codes, including – but not limited to – NEN 1010 (the Netherlands), AREI (Belgium), DIN (Germany), IEC and ISO (international), National Electrical Code (United States), etc.;
 - b. Circumstances of abnormal use, such as vandalism, abuse, negligence, fire, (natural) disasters, etc.;
 - c. Applications or operations that reduce or eliminate the necessary cooling of the product and/or the electrical supply, such as movable bases, housing with too much cabling, and other obstacles in front of or behind the product that can prevent or reduce the water-cooling capacity of a product. In such cases, the warranty becomes irrevocably void;
 - d. The use and/or replacement of product components and accessories by suppliers/manufacturers other than EVA Tech.
- 5.8. The cable between the machine and the power supply should not be interrupted. However, in exceptional cases, it is not possible to replace the existing cabling of a machine with a new cable. Since the mounting of a product on an existing cable is always a weak link in the system, no warranty is given on the product (both the machine and the cast-resin cable joint) in such an event. It is always preferable to replace the existing system completely, including the cabling for a new system. EVA Tech considers a cast-resin cable joint only as an emergency solution. Choosing this emergency solution will void the warranty.
- 5.9. The warranty lapses in the event of moisture in the cable.
- 5.10. The warranty is limited to the first end user. This is demonstrated with the original purchase invoice from EVA Tech or one of its official resellers.
- 5.11. The warranty lapses if installation housing of products (including machines, lamps, cameras) are not properly earthed.
- 5.12. The warranty lapses in the event of malfunctions in installations as a result of which, for example, water temperatures or chlorine levels fall outside the parameters of normal use.
- 5.13. EVA Tech will never be held liable for the applicability and safety of its products in a specific environment or application. The responsibility and assessment of the application of a product in a particular environment or application lies with the counterparty.
- 5.14. EVA Tech will never be held liable for the quality of, and mutual compatibility with, the installation in or to which the products are connected.
- 5.15. The counterparty is responsible for ensuring the safety and control of products and mounting materials, and safety in general, in accordance with the nationally applicable laws, rules, and standards.
- 5.16. If, during the examination of the warranty claim, it appears that the counterparty is not entitled to invoke the warranty under these warranty provisions, the counterparty will be notified as soon as possible.

Article 6. Product return

- 6.1. The counterparty must report complaints to EVA Tech immediately after discovery, but no later than within the stipulated warranty period, after which EVA Tech will provide the counterparty with an RMA number for warranty assessment.
- 6.2. The counterparty must have sent the defective products or product parts to EVA Tech within thirty (30) days after receipt of the RMA number, stating the RMA number.
- 6.3. Products that are returned under the warranty must have at least 3 metres of cable included and, if applicable, any attached cast-resin cable joint used. If the returned product has less than 3 metres of cable attached to it, EVA Tech cannot determine the cause of the defect with certainty. For this reason, if this is the case, the product will be rejected for warranty claims without further investigation.
- 6.4. Products shipped without an RMA number will be returned by EVA Tech to the counterparty at its expense or will be refused.
- 6.5. The costs for returning the defective product are at the expense of the counterparty, regardless of whether or not the defect is covered by the warranty conditions.

Article 7. Warranty service

- 7.1. To ensure correct and fast service, the counterparty that purchased the product from an official reseller should contact the representative of the respective reseller.
- 7.2. If the counterparty is not sure whether a defect is covered by the warranty, the counterparty must contact the customer service department of the reseller where the product was purchased.
- 7.3. All warranty work carried out will only be performed at the EVA Tech factory.
- 7.4. Costs for installation, mounting and/or de-installation are never borne by EVA Tech.

Article 8. Other

- 8.1. In the event that these warranty conditions and the general terms and conditions contain conflicting and/or different conditions, the provisions included in these specific warranty terms and conditions prevail.
- 8.2. EVA Tech reserves the right to change these warranty conditions periodically. Such changes apply to orders placed on or after the revision date of the warranty terms.
- 8.3. Any changes to these warranty conditions or from the general terms and conditions are only valid if expressly agreed in writing or by email.