

## Guarantee

### 1. Manufacturer's Guarantee

Under this Manufacturer's Guarantee ("Guarantee"), subject to the Conditions and Instructions below, Heinz Walz GmbH, Germany ("Manufacturer"), guarantees (§443 BGB) to the end customer and user ("Customer") that all products supplied by it shall substantially conform in material respects to the Specifications for 24 months from the delivery date (date on invoice). In this Guarantee, "Specifications" means the product's features (as may be amended by Manufacturer from time to time), which are set out under the headings "specifications" and/or "technical specifications" within the product's respective brochure, data sheet, or respective tab on the Manufacturer's website for such product, and which may be included with the documents for the product when delivered. In case of an eligible guarantee claim, this Guarantee entitles the Customer to repair or replacement, at the Manufacturer's option, and this Guarantee does not include any other rights or remedies.

### 2. Conditions

This Guarantee shall not apply to:

- Any defects or damage directly or indirectly caused by or resulting from the use of unauthorized replacement parts and/or service performed by unauthorized personnel.
- Any product supplied by the Heinz Walz GmbH, Germany which has been subjected to misuse, abuse, abnormal use, negligence, alteration or accident.
- Damage caused from improper packaging during shipment or any acts of God.
- Batteries, cables, calibrations, fiberoptics, fuses, gas filters, lamps, thermocouples, and underwater cables.
- Defects that could reasonably have been detected upon inspection of the product when received by the Customer and not promptly noticed within ten (10) days to Heinz Walz GmbH.
- Submersible parts of the DIVING-PAM or the underwater version of the MONITORING-PAM have been tested to be watertight down to the maximum operating depth indicated in the respective manual. Guarantee shall not apply for diving depths exceeding the maximum operating depth. Further, guarantee shall not apply for damage resulting from improper operation of devices, in particular, the failure to properly seal ports or sockets.

### 3. Instructions

- To obtain guarantee service, please follow the instructions below:
- The Walz Service Information Form available at [http://www.walz.com/support/repair\\_service.html](http://www.walz.com/support/repair_service.html) must be completed and returned to Heinz Walz GmbH, Germany.
- The product must be returned to Heinz Walz GmbH, Germany, within 30 days after Heinz Walz GmbH, Germany has received written notice of the defect. Postage, insurance, and/or shipping costs incurred in returning equipment for guarantee service are at customer expense. Duty and taxes are covered by Walz.
- All products being returned for guarantee service must be carefully packed and sent freight prepaid.
- Heinz Walz GmbH, Germany is not responsible or liable for missing components or damage to the unit caused by handling during shipping. All claims or damage should be directed to the shipping carrier.

### 4. Applicable law

- This Guarantee is governed by German law. Place of jurisdiction is Bamberg, Germany.