

# Packers

## 1. LIMITED WARRANTY

- 1.1. The manufacturer warrants for twelve (12) months following the date of delivery all Packers (hereafter referred to as Products) to be free from defects in material and workmanship. If any of the Products are found to be defective, such Product will, a Manufacturer's costs and its' discretion be replaced or repaired.
- 1.2. The main purpose of Article 1.1 (Warranty) shall be to provide the Buyer with free repair and replacement of defective goods on condition that the Manufacturer acknowledges the Buyers' claim as justified. Such assurance is deemed to fulfil its essential purpose as long as the Manufacturer is willing and able to repair or replace defective goods and when the product is not functioning in line with the representations in the technical specifications.
- 1.3. Products, which may be sold by the Manufacturer but are not manufactured by it are not subject to this warranty and are sold exclusively with warranties, if any, by their original manufacturer.
- 1.4. The Manufacturer's warranty does not apply to any Product's, which have been subject to misuse, mishandling, misapplications, neglect (including but not limited to use of unauthorised components or attachments), or if adjustment or repair have been performed by anyone other than the Manufacturer or one of its authorised agents.
- 1.5. Any claim by the Buyer with reference to the Products shall be deemed waived by the Buyer, unless submitted in writing to the Manufacturer within the earlier of (I) eight (8) days following the date Buyer discovered and defect, or (II) twelve (12) months following the date of delivery.

## 2. LIMITATION OF LIABILITY

- 2.1. If within a term stipulated in Article 1.5 the Manufacturer is submitted a justified claim according to the provision thereof, then the Manufacturer may either:
  - 2.1.1. Repair the Products:
  - 2.1.2. Replace those components of the Products, which are of poor quality:
  - 2.1.3. Replace the Products, if repairs is not possible: or
  - 2.1.4. Return the purchase money for the Products or its component of poor quality:

After performing any of the above the Manufacturer is free from any other liabilities whatsoever towards the Buyer.
- 2.2. The Manufacturer use its own discretion to decide on the way of eliminating defects on the Product quoted in Articles 2.1.1 to 2.1.4 and pays thereby regard of the faultless functionality of the objected Product.

## 3. DISCLAIMER OF CONSEQUENTIAL DAMAGES

- 3.1. The Manufacturer's warranty is subject to the following conditions:
  - 3.1.1. The Manufacturer shall not be held liable for any deficiency in Products manufacturer according to drawings, project drafts or specifications provided by the Buyer:
  - 3.1.2. The Manufacturer shall not be held liable for any deficient resulting from ordinary ware and tear, intentional damage, neglect, abnormal operation conditions, non-observing the Manufacturers' instructions (whether oral or written), misuse and change and repairs of Products without the Manufacturers approval:
  - 3.1.3. The Manufacturer shall not be held liable if the purchase money has not been completely paid within the agreed term:
- 3.2. Manufacturer shall neither be held liable to the Buyer nor considered to violate the contract, if it is I delay at performing or fulfilling any obligations whatsoever that is has as the Manufacturer in connection with the Products or is such a delay or non-fulfilment results from a reason, on which the Manufacturer has no influence. Without limiting the above mentioned, the following is considered the reason, on which the Manufacturer has no influence:
  - 3.2.1. Force Majeure, explosion, flood, storm, fire, or accident:
  - 3.2.2. War or threat of war, sabotages, insurrection, riots or requisition:
  - 3.2.3. All laws, restrictions, regulations, by-laws, prohibitions, or any other measures by the governmental, parliamentary, or local bodies:
  - 3.2.4. Import and export regulations or embargo:
  - 3.2.5. Strikes, lockouts or other industrial measures or trade disputes (if including Manufacturer's employees of their party)
  - 3.2.6. Difficulties with supply of raw materials work force, fuel, parts Poor machinery:
  - 3.2.7. Power blackout, break of machinery.

## 4. DEFECTIVE PRODUCTS POLICY

- 4.1. 4.1 To obtain performance under this warranty, any products suspected of having a manufacturing defect in materials or workmanship shall be returned freight prepaid for inspection to Sanikom, Vrtna ulica 39, 4294 Krize,, Slovenia. The Manufacturer obliges itself to decided upon the justification of the claim within forty-five (45) days following the date the Manufacturer receives such a claim, The Manufacturer's decision is final.

## 5. CUSTOMER TRANSPORTATION REIMBURSEMENT

- 5.1. 5.1 Whenever the Manufacturer repairs or replaces the product at its expense or returns the purchase price, the Manufacturer will reimburse the dealer or the Buyer (depending on each case) by a credit note, the same surface freight amount with distributor to the Buyer had when returning the Product to the Manufacturer.

## 6. GENERAL

- 6.1. 6.1 The foregoing warranty is in lieu of all other warranties expressed or implied, including those of merchantability or fitness for any purpose not expressly set forth herein.
- 6.2. 6.2 No statement or assurance of the Manufacturer, by words or actions, other than as set forth herein shall constitute a warranty., The rules of UN Conventions on contracts for the international sales of goods shall not apply.