

HOUNÖ A/S manufacturer warranty terms

I. Relationship to purchase agreement and national law

1. These HOUNÖ A/S manufacturer's warranty terms (hereafter the Terms) shall apply insofar as they do not conflict with relevant national laws regarding warranty terms.
2. Any deviation from the Terms, must be accepted by HOUNÖ A/S in writing.
3. Any warranty terms agreed between the purchaser of a HOUNÖ product, and a third-party seller does not influence HOUNÖ A/S' obligations pursuant to the Terms.

II. Registration of the Unit:

HOUNÖ A/S recommends that the end customer registers the HOUNÖ A/S product(s) (hereafter "Unit(s)") with HOUNÖ A/S immediately following installation, thereby ensuring that warranty claims can be processed without difficulty.

1. The end customer can complete the registration(s) as described below:
 - a. By submitting the installation checklist filled out and signed by installer.
 - b. or by email confirmation received after installation done by installer via the Invoq service app.
2. The Unit can be registered at HOUNÖ's website www.houno.com. The Unit must be registered within eight weeks from the installation date.
3. Registrations can also be made through any HOUNÖ service partner. End customers who want to register their Unit through a HOUNÖ service partner must make specific agreements with this partner.

III. Warranty prerequisites

1. For the grant of the warranty provided in these Terms, it is a prerequisite that the end customer provides HOUNÖ A/S with access to appliance data, along with permission to use this data. The data in question includes the following:
 - a) HACCP data.
 - b) Service data, component information and certain usage-related data.
 - c) The log data containing operating mode and behaviour. Device data does not include any personalised information about the end customer or its personnel.
2. The end customer irrevocably grants HOUNÖ A/S perpetual full and free usage of the appliance data that HOUNÖ A/S retrieves or has retrieved from the end customer's Unit, for purposes of product maintenance and development.
3. The customer may revoke HOUNÖ A/S's access to future product data at any time. If this occurs, the warranty provided in these Terms shall cease to apply from the point in time, when data access ceases. Any end customer claim with respect to any potential defect(s) on the Unit will then be limited to any contractual and/or statutory warranty claims the end customer may have against its seller. Such revocation does not affect HOUNÖ A/S's right to use data that has already been provided and HOUNÖ A/S shall be allowed to retain such data without any limitations.

IV. Warranty performance

1. HOUNÖ A/S grants the customer of a Unit a warranty for defects of twelve months (here after the Warranty Period), starting on the day of delivery, on new Units and new options.
2. The start of the Warranty Period for a Unit may be postponed up to six months but no later than to the installation date. Postponing the start of the Warranty Periods requires a written request from the end customer to HOUNÖ A/S no later than four weeks after delivery of the Unit.
3. During the Warranty Period, the customer must contact his supplier of the Unit to claim any warranty repair.
4. During the Warranty Period, HOUNÖ has the right to either repair or replace the defective parts or to replace the Unit.
5. The performance of warranty services does not result in the Warranty Period being extended or restarted.
6. Claims made during the Warranty Period are only valid if not excluded from warranty coverage as per Section III or V.
7. Warranty services other than the ones mentioned above shall not be granted.
8. HOUNÖ does not cover transport costs and handling or risks when shipping warranty parts.

V. Warranty terms

1. HOUNÖ A/S must be informed in writing about any defects immediately or no later than 14 days after they have been identified, or the end customer has become aware of them. The 14 days are calculated from the date the end customer's local HOUNÖ service partner has received the report.
2. The Terms do not entitle the customer to free inspections or maintenance of the Unit. The Terms also do not cover wear and tear resulting from the end customer's use of the Unit, nor defects in consumables and wearing parts because of normal usage or wear. Consumables and wearing parts include lamps and seals. Glass damage is also excluded from the Terms, as are defects arising due to calcification of the Unit.
3. These Terms do not cover damage to a Unit because of:
 - a) improper or incorrect usage of the Unit, using it for purposes other than its intended purpose, or failure to observe the HOUNÖ A/S user, installation, and service manuals; in particular, insufficient cleaning and/or maintenance.
 - b) improper installation or usage of the Unit in a manner that does not comply with the technical or safety requirements applicable in the country where the appliance is installed.
 - c) repair attempts that are performed without complying with accepted professional standard, do not comply with instructions, or are made by unauthorised third parties.
 - d) third-parties or force majeure including, but not limited to, war, labour stoppage, nature catastrophes
 - e) the use of cleaning and maintenance products other than the ones recommended by HOUNÖ A/S.
 - f) the usage environment, including, but not limited to, the usage of dirty, corrosive water, poor quality gas, or electricity of incorrect current rating or voltage.
4. The warranty shall be considered void if:
 - a) Replacement or wearing parts other than original HOUNÖ A/S parts are installed, the Unit is repaired or opened by an unauthorised third party or the end customer,

- regardless of whether the repairs are performed professionally and according to instructions, and regardless of whether the defects are the result of these repairs.
- b) The HOUNÖ A/S installation checklist and installation manual are not followed, or if recommended maintenance and inspection cycles are not followed.

NOTE: Water quality must be verified during installation and appropriate size HydroShield water filter must be applied, and cartridge replaced as specified or appropriate reverse osmosis system being installed.

5. If HOUNÖ A/S or seller, upon inspection of the Unit, determines that the defect in question does not entitle the customer to a claim under the warranty, the end customer must cover the costs of the inspection.
6. HOUNÖ A/S is not liable for any transportation costs or risk here-to.

VI. Non-transferability

The guarantee is provided exclusively to the original end customer of the seller who procured the Units from HOUNÖ A/S and is not transferable. Version: October 2022

VIII. Place of jurisdiction

Any disputes arising between the parties as to these Terms shall be settled by the Maritime and Commercial High Court, Denmark and if the Maritime and Commercial High Court does not have jurisdiction by the court in Randers.

IX. Final provisions

1. All legal relationships between HOUNÖ A/S and the end customer is subject to Danish law excluding any provision on the choice of law as well as the UN Convention on Contracts for the International Sales of Good (CISG).
2. If any part of the Terms is deemed invalid or unenforceable, this shall not have any effect on the validity or enforceability of the rest of the Terms.