

AMIAD LIMITED WARRANTY

1. This certificate applies to Amiad Water Systems Ltd. ("**Amiad**") products purchased by you (the "**Buyer**") from Amiad unless specifically agreed otherwise in writing by Amiad. This Warranty extends only to the original purchaser, and is not transferable to anyone who subsequently purchases, leases, or otherwise obtains the product from the original purchaser.
2. The warranty will enter into effect upon the registration of the filter into Amiad's designated website, by scanning the QR code and following further instructions or by using this link <https://info.amiad.com/sigma-pro-warranty-activation>.
3. Amiad hereby warrants that the products are and will be free from defects in material and workmanship under normal use and service. Amiad warrants that it will correct manufacturing defects in the products, in accordance with the conditions set out in this Warranty.
4. This Warranty is enforceable for a period of 5 years after the date upon which the products were delivered from Amiad's premises (the "**Warranty Period**").
5. In the event that during the Warranty Period the Buyer discovers a defect in material and/or workmanship in any product or part (the "**Defective Product**"), it shall submit a written complaint to Amiad using Amiad's standard Buyer Complaint Form. For the receipt of the Buyer Complaint Form, the submission of the complaint or any questions please contact your service representative.
6. Upon written demand by Amiad the Buyer shall return the Defective Product - or a sample thereof - to Amiad, at Amiad's cost. If the Buyer ships any such Defective Product, Amiad suggests the Buyer package it securely and insure it for value, as Amiad assumes no liability for any loss or damage occurring during shipment. Provided however that in the event Amiad determines that this Warranty does not apply to such product, Buyer shall promptly reimburse Amiad for such cost (including freight and customs). Any returned product or part must be accompanied by the Warranty certificate and the purchase invoice. It is clarified that the Buyer may not return the Defective Product unless such return was coordinated and approved by Amiad in advance.
7. Amiad's obligation under this Warranty shall be limited to, at Amiad's option, the repair or exchange, free of charge, of the product or any part which may prove defective under normal use and service during the Warranty Period.
8. This Warranty is valid on the condition that the products are installed according to Amiad's instructions as expressed in Amiad's instruction manuals and according to the technical limitations as stipulated in Amiad's literature or as stated by a representative of Amiad. Buyer shall use Amiad's yearly parts kit and make sure to perform annual service in accordance with Amiad's policy.
9. This Warranty will not apply to damaged or defective products resulting from or related to:
 - (i) Fire, flood, power surges or failures or any other catastrophe and/or unforeseen occurrence, such as but not limited to those for which the Buyer is customarily insured for, or any force majeure events;
 - (ii) Fault, abuse or negligence of the Buyer;
 - (iii) Intake water not meeting the agreed standards, as set forth in a written document, approved by Amiad, or improper storage;
 - (iv) Improper or unauthorized use of the product or related parts by the Buyer, including Buyer's failure to operate the product in conformity with the recommendations and instructions of Amiad, as set forth in Amiad's manuals and other written materials, the operation of the product other than by a trained and qualified operator, or improper installation of the product by a third party not authorized by Amiad;
 - (v) Performance by the Buyer of maintenance or operation other than in conformity with the recommendations and instructions of Amiad, or other than in accordance with procedures defined in the literature supplied for products (including the timely replacement of requisite parts), and for services provided other than by a trained and qualified advanced operator; or
 - (vi) Any alteration, modification, foreign attachment to or repair of the products, other than by Amiad or its authorized technical representatives.
10. In no event shall Amiad be liable to the Buyer or any third party for any damages to property, or for any intangible or economic loss, including loss of profits, loss of customers or damage to reputation, for any damages, including indirect, special, consequential damages, or punitive damage arising out of or in connection with this Warranty, or arising out of or in connection with the product's performance or failure to perform, even if it has been advised of the possibility of such damages.
11. Amiad will be excused for failure to perform or for delay in performance hereunder if such failure or delay is due to causes beyond its reasonable control or force majeure preventing or hindering performance.
12. This Warranty set forth herein is the only contractual warranty given by Amiad and is provided in lieu of any other warranties created by any documentation, packaging or otherwise.
13. Amiad makes no warranty whatsoever in respect to accessories or parts not supplied by Amiad. In the event that Amiad is required to correct a Defective Product or product not covered by this Warranty, it will do so solely in consideration for additional fees.
14. The parties will actively endeavor to amicably settle any dispute arising between them. In the event that the parties are unable to reach an equitable settlement of such dispute, any claim or lawsuit related to the Warranty, its validity execution, its performance be brought before only the courts of London, England. English law will govern the Warranty, to the exclusion of any conflict of law rules.