

## WARRANTY LETTER-DRAFT

### Warranty of supplied materials

On behalf of ATECPOOL ESPANA; we, A-Technologies FZCO hereby warrants the good condition of equipment for a Period mentioned- there in from the date of Delivery note.

### 1. Scope of Warranty

#### 1.1 Period.

The period of all warranties mentioned herein shall commence from the date of delivery, which is to be understood specifically to be Day-Month-Year.

Failures of the product under any of the above terms during the applicable warranty period shall, subject to the exclusions noted below, result in ATECPOOL ESPANA providing satisfactory repair or replacement of the product or part of the product as appropriate, entirely at ATECPOOL ESPANA cost. The option to repair or replace remains entirely at the discretion of ATECPOOL ESPANA. Where ATECPOOL ESPANA at it's sole discretion deems replacement to be appropriate, ATECPOOL ESPANA retains the option to replace with an equivalent item if no exact replacement is readily available.

This warranty is applicable provided the "Sales" terms and conditions have been fully adhered to by the client, including but not limited to settlement of all payments. The Warranty is considered to be null and void if the full value of the outstanding payment/s is not received. Remedial works will not be provided under warranty where there are outstanding sums due.

This warranty is given subject to the laws of the United Arab Emirates and the Emirate of Dubai

### 2. Exclusions

This warranty covers failures arising from manufacturing defects, negligence or improper supply on the part of ATECPOOL ESPANA. It excludes certain services and effects of certain events as described below.

2.1 Routine maintenance of the product, and supply and apply of chemical or any consumables. Incorrect maintenance carried out by the client or third parties may invalidate this warranty. Improper maintenance of Water Chemistry, pH level imbalance will make the warranty void.

2.2 ATECPOOL ESPANA is not responsible for the removal or replacement of niches, surrounds, or any other items provided or installed by the client or third parties, if needed for the repair or replacement of the product/s covered by this warranty.

2.3 This warranty shall not apply in the case of damage or failure resulting from war, strike, civil commotion, government action, acts of God, or any other external cause or impact not attributable to the actions of ATECPOOL ESPAÑA.

2.4 This warranty does not cover progressive failure due to normal wear and tear.

2.5 Consequential losses of all and every kind are specially excluded from this warranty.

Yours truly,

**For A-Technologies FZCO**

**AUTHORIZED SIGNATORY**

**Exhibit –A**

Sr. NO	Item	Description	Warranty Period
1	01591011	Atecpool Standard Skimmer in ABS for Liner Pools - Flow: 7.5 m <sup>3</sup> /h	1 YEAR

**For A-Technologies FZCO**