

I Guarantee

1. The Supplier guarantees that products, which have been installed in accordance with the Supplier's instructions, which are used under normal circumstances and according to instructions of use and the applicable legislation, will function properly and are manufactured of defect free materials.
2. The guarantee period is two (2) years unless otherwise limited or agreed upon. The guarantee period starts from the day the end user received the product. The guarantee period starts from the day the end user received the product. However, maximum guarantee period is three (3) years from the end of the calendar month, during which the Supplier delivered the product from his dispatch department. The replacement of a defected product in whole or in part under the guarantee does not extend the original guarantee period of two (2) years.
3. When receiving a delivery those preceding the end user in the supply chain as well as the end user are to carefully inspect that the shipment is according to the packing list and the technical specification and that no visible damages can be detected to the products. Before the assembly and installation, the assembler has the responsibility to re-inspect the product and the consignment, including the technical and other dispatch documentation according to normal procedures and to ensure that the assembled product functions as intended. Reka Cables Ltd is to be informed of any deviations as stated in the General Sales Conditions, article 13.
4. The guarantee liability covers the repair or replacement of the defected product, including freights, forwarding and other direct costs linked with delivery of the repaired or replaced product under guarantee. The Supplier has the sole right to determine how the guarantee deliveries and other responsibilities based on the guarantee are arranged.
5. The guarantee repair shall be made by the Supplier or the Suppliers authorized representative, who, when needed, shall replace the defected product in whole or in part with new one. The precondition of the liability to carry out a repair under the guarantee, if the Supplier so demands, is that the defected product or the defected part of the product is returned to the Supplier or a third party nominated by the Supplier.
6. The guarantee is limited as follows:
 - 6.1. The guarantee liability does not cover dismantling costs of the defected product nor assembly of the repaired or the replacing product and does not cover indirect costs or losses, which for example are caused by dismantling or reassembly of equipment other than the defected product.
 - 6.2. The Suppliers liability does not cover damages or defects which could have been detected in the inspections specified in paragraph 3. above, or consequences of such matters.
 - 6.3. The Supplier has fulfilled its obligations according to guarantee in respect with the defected product when the Supplier has delivered a new product as replacement or returned a duly repaired product.
 - 6.4. After the termination of the guarantee period the Supplier shall be liable for only such defects and deficiencies, which are due to the Suppliers gross negligence or intent.
 - 6.5. The Suppliers contracting party is to limit his own guarantee liability accordingly in his own guarantee and liability terms.
 - 6.6. These guarantee terms apply only if the product has been used under normal circumstances and in accordance with the instructions given. The guarantee shall not cover situations stated in article 13 of the General Sales Conditions. The guarantee shall not cover situations caused by an external factor, such as accident or nuisance. In addition, these guarantee terms do not cover defects caused by use of equipment or products provided by third parties or services or modifications by third parties to the products, unless expressly approved in writing by the Supplier.

6.7. If no defect under the Supplier's responsibility is found, despite the notice given in accordance with paragraph 3 of these guarantee terms, the Supplier shall be entitled to compensation for work done, spare parts and other expenses caused by undue notification.

II Product liability

1. The Supplier shall be liable for damages to products and damages to third parties caused by products according to current product liability laws in EU and these agreement terms (see also Orgalime S 2012, article 40 and 45). Both parties shall have sufficient product liability insurance.
2. The Supplier shall not be liable for indirect losses and pure financial losses, lost profit or other consequential economic losses.
3. The Supplier shall not be liable for damages caused by negligence or intent of his contracting party or a third party and not for damages caused by use of the product for other purposes than it is intended to.
4. The Supplier shall not be liable for damages caused by raw materials, designs of work methods instructed by the purchaser.
5. The Supplier shall maintain a general product liability insurance with a minimum cover of 3.000.000 euros. The insurance shall cover the product liability of the Supplier towards the contracting party and the product liability of the Supplier towards third parties.
6. The Suppliers contracting party is to limit his own liability accordingly in his own terms of sale.

III General Sales Conditions, Orgalime S 2012, order to apply the conditions

1. Reka Cables General Sales Conditions and Orgalime S 2012 general conditions, except for articles 13-16, 19, 21; chapter 1 and 2, articles 27, 30, 31, 38, 41, 46 and 47, are an integral part of these guarantee and liability terms. The conditions of the agreement shall be applied in the following order:
1. The conditions of the Agreement, 2. Reka Cables General Sales Conditions, 3. Reka Cables Standard Guarantee and Liability Terms, 4. Orgalime S 2012, 5. Incoterms 2010.