

Warranty Terms For Aquashear Coanda Screens

Dulas Limited of Dyfi Eco Park Machynlleth Powys SY20 8AX UK (*'DULAS'*) undertakes to replace or repair any part of the Screens manufactured by Dulas which fail due to a defects in workmanship of Dulas or defects in materials within 12 months of the date of first installation (or 18 months from shipment whichever the earlier), the "Warranty Period" provided that:

- the Screens have been installed and used only in accordance with the applicable instructions and specifications from Dulas;
- the Screens have not been repaired, maintained or modified by any person other than Dulas' authorised engineer;
- the Screens have not been damaged due to reasons outside Dulas' control;
- the damage or defects are not caused by normal wear and tear or by accident misuse or lack of responsible care or by not following the instructions and specifications provided by Dulas.

Please note that Defects caused by defective installation or work carried out by your installer or distributor are EXCLUDED from this Warranty.

Screens are also supplied with a warranted rated flow capacity as specified by Dulas. The warranted capacity is applicable as at the date of delivery. Failures of the Screens to meet the warranted capacity must be notified to Dulas within 7 days of first installation ('the Flow Warranty Period'). The warranted capacity can reduce over time at a rate dependant on the abrasive nature of the silt load in the watercourse. If capacity is significantly reduced, replacement screens or screen material can be purchased from Dulas.

Although Screens are self-cleaning under most conditions, occasional brushing with a stiff broom may be required to remove slime, etc. On rare occasions the screens may block with algae or other fibrous vegetable matter. Dulas cannot be held responsible for such site-specific circumstances.

Should your Screens develop a fault caused by a defect in materials or workmanship (of Dulas) during the Warranty Period or if the Warranted Capacity is not achieved during the 7 day Flow Warranty Period then you must notify and/or return it to the Distributor from which you bought the Screen. If your Distributor is no longer a Distributor of Dulas then you must contact Dulas for instructions. Defects in workmanship (of Dulas) and materials notified to Dulas within the relevant Warranty Period or failures to achieve the specified warranted capacity during the Flow Warranty Period will be repaired; or the part or the screen replaced at Dulas's sole discretion. All repaired or replaced Screens will (at Dulas's option) be returned by Dulas to you or to your Distributor for your collection.

This Warranty is not transferable and is not applicable if the Screens have been transferred after purchase from the Distributor or if they are otherwise acquired second-hand.

All replaced parts shall become the property of Dulas.

If Screens are returned to the Distributor with a problem that is outside the Warranty then your Distributor or Dulas may contact you to discuss the problem and to see whether you will agree to the necessary repair being carried out under a separate agreement for a service and charge. Dulas does not represent that all defects can be repaired. Charges for transport and packaging will be for the Customer's account where repairs are outside the Warranty.

Dulas shall have no liability to Customer for any consequential losses; loss of profits and/or damage to goodwill; economic and/or other similar losses; special damages and indirect losses; and/or business interruption, loss of business, contracts, opportunity and/or production.

Dulas's maximum liability to Customer is limited to the price of the Screens that are the subject of a Warranty claim.

The limitations and/or exclusions in this Warranty shall apply to liability for breach of contract; liability in tort (including negligence); and liability for breach of statutory duty and/or in common law. Nothing in this Warranty shall exclude or limit Dulas's liability for death or personal injury due to Dulas's negligence or any liability which cannot be excluded or limited by law.

This Warranty is in lieu of all warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy which are excluded to the fullest extent permitted by law.

Dulas Ltd, January 2006