

Warranty conditions PT9 C-Proof:

The Novega Produktionssysteme GmbH (in the following - Novega -) warrants, that the electronics and the housing of the **PT 9 C-Proof** Underwater Locating Device (in the following termed as the „ULD“) will stay free from functional defects, when installed as intended on VDR and S-VDR data protective capsules, for three years from the date of delivery from Novega. Novega will overhaul or replace any unit or battery which fails within the warranty period.

This warranty does not cover: (a) optical defects due to weathering, which have no influence on the functionality (b) defects, caused by the customer's operating error in using, testing or maintenance of any ULD not according to the Novega Technical Manual; (c) Product defects, caused by deviant operating conditions, abuse, misuse or neglect; (d) Defects on the ULD, caused by action of external violence; (e) any defect ULD, where the customer has attempted any repair or service of the internal components.

In compliance with the Technical Manual, published by Novega, the customer is responsible for the following items: (1) annual performance test (apt) of the ULD in service, (2) Removing and shipping, carriage paid, any inoperative ULD back to Novega, (3) assembling of any replacement ULD's.

The exclusive responsibility of Novega, concerning this warranty, is limited to the overhaul or replacement of a defect ULD or battery.

WARRANTY CLAIMS AGAINST NOVEGA CAN NOT BE ASSERTED FOR ANY DAMAGES, CAUSED IN INAPPROPRIATE CONDITIONING REGARDING ASSEMBLY, USING, TESTING, MAINTENANCE AND SERVICING OF THE ULD.