

### Warranty Conditions

ANODILIA LLC warrants that all products will comply with the requirements of the Article 32 of the General Conditions, listed below :

1. The ANODILIA LLC warrants that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The ANODILIA LLC warrants that all supplies have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority.
2. The ANODILIA LLC is responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:
  - a) results from the use of defective materials, faulty workmanship or design of the ANODILIA LLC; and/or
  - b) results from any act or omission of the ANODILIA LLC during the warranty period;
  - c) appears in the course of an inspection made by, or on behalf of, the Contracting Authority.
3. The ANODILIA LLC at its own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date when the replacement or repair was made to the satisfaction of the Project Manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.
4. If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the Project Manager shall notify the ANODILIA LLC. If the ANODILIA LLC fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:
  - a) remedy the defect or the damage itself, or employ someone else to carry out the tasks at the ANODILIA LLC risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or from guarantees held against the ANODILIA LLC or from both;
  - b) terminate the contract.
5. In case of emergency, where the ANODILIA LLC cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority or the Project Manager may have the tasks carried out at the expense of the ANODILIA LLC. The Contracting Authority or the Project Manager shall as soon as practicable inform the Contractor of the action taken.
6. The duration of the warranty period is 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

