

# Guarantee Statement

for IBEX Australia, 20 Ovata Drive,  
Tullamarine Victoria Australia 3043

## 1 Area of Application

This guarantee statement exclusively covers the SANHA products, the flow mediums, temperature and pressure conditions. As listed hereafter and applies only for the following named construction project.

**construction project:** North Queensland Bio Energy  
**SANHA products:** NiroSan-Press series 18.000 with FPM-gasket  
**flow medium(s):** Methane  
**concentration:** 100 %  
**temperature:** max. 60 °C ( $T_{\text{ambient}}$ )  
**pressure conditions:** max. 16 bar\*

\*) 16 bar outside of buildings and laid over ground only  
If laid inside of buildings with 16 bars: national rules must be attended

The guarantee extends to the perfect condition of the preceding SANHA products, as well as the durable tightness in due consideration of aforementioned maximum permissible concentrations and maximum permissible temperature and pressure, under the condition of a professional assembly corresponding to SANHA's mounting instructions and the use of tools approved therein by SANHA (press machines and/or press jaws and/or press slings as well as deburrers/calibrators and trimming tools).

## 2 Liability

If there is a damage to the installation company due to the use of products subject to this guarantee statement due to

- a) Construction defects of SANHA products
- b) Factory defects
- c) Material defects
- d) Deficient instruction, e.g. incorrect assembly and installation instructions

- e) Lack of characteristics assured by SANHA in writing (in general or in individual cases)

which the client of the installation company rightly claims against, then SANHA will assume free replacement on site of the parts necessary for the removal of the damage.

Any liability of SANHA going beyond this is excluded. The limitation of liability as well as the exclusion of liability does not apply to damages caused by either deliberate or negligent violation of obligations by SANHA or any legal representative or auxiliary person of SANHA.

The time until which the claims arising from this guarantee statement are accepted is limited to the period of guarantee time agreed between the installation company and its contracting partner, however latest

**10 years**

after acceptance of the work rendered by the installation company, in the case of a damage, the date of acceptance is to be proven.

### **3 Obligation of the Installation Company**

The following points are to be fulfilled by the installation company:

- Observation of SANHA's mounting instructions valid at the time of assembly including possible limitations in application and the observation of recognized industry standards as well as state of the art mounting technology.
- The immediate execution of all necessary measures for the mitigation of damages as well as the protection from secondary damages.
- All employees who will process a press-system of SANHA® have stringently to pass the SANHA-installation-training of the accordant system, accomplished by an authorized substitute of IBEX Australia, 20 Ovate Drive, Tullamarine Victoria Australia 3043
- SANHA process guideline VA 7.2.3.6 "*Processing of Complaints from Countries without Area Manager*" (enclosed) shall be followed.
- If an installation company obtains knowledge of a damage it has to notify the wholesaler hereof immediately. In this case the wholesaler immediately, has to get in contact with SANHA and arrange for examination by SANHA® or by an assignee of SANHA. SANHA is obliged to inform the installation company or its assignee immediately after the report of damage as to whether SANHA® will determine and examine the damage by itself or have it done by an assignee. SANHA is entitled to eliminate the damage within an appropriate period for time, either by itself or by a third party. Those parts responsible for the damage are to be made

available to SANHA for investigation and are to be kept by SANHA until the final investigation of the damage is completed.

If any of the above specified obligations is violated then SANHA is released from the liability arising from this statement. The liability continues to exist to the extent as the violations of these obligations remained without influence on the damage or the extent hereof.

#### 4 Other

If any of the above regulations – in part or in total – is invalid,, the validity of the other regulations is not affected. Court of jurisdiction for claims resulting from this guarantee statement is Essen, Germany. The laws of the Republic of Germany are applicable.

Essen, February 2013

SANHA GmbH & Co. KG



i.A. Burkhard Romkopf

(Technical Marketing)