

CAREPACK HOLLAND B.V. ("CAREPACK")

WARRANTY TERMS

Guarantees

CAREPACK provides the following warranties to the purchaser ("Purchaser") with respect to the packaging marketed by CAREPACK under the 'BUNCKER' brand (the "Product"):

Product Warranty

CAREPACK warrants that the Products are UN-certified and therefore comply with the regulations and standards applicable thereto.

In addition, CAREPACK warrants each Product to be free from defects in material and workmanship for a period of 12 months, commencing from the date of manufacture of such Product as indicated in the applicable serial number, provided that the Product is handled, stored, applied, used and maintained in accordance with CAREPACK's instructions, manuals and other directives provided by or on behalf of CAREPACK.

Except for the foregoing warranties, CAREPACK makes no other warranties and disclaims all explicit and implicit warranties with respect to the Products, whether such warranties are based on the agreement with the Purchaser or applicable law.

Legal remedies

If any Product does not conform to the above warranties, CAREPACK will, at its option: (i) replace or repair the Product; or (ii) refund to Purchaser the price paid for the Product, in either case on the condition that Purchaser returns the non-conforming Product to CAREPACK. CAREPACK shall own all Products replaced or refunded. The warranties for the replaced and repaired Products apply for the remaining time of the original warranty period.

The above legal remedies are the Purchaser's only legal remedies and CAREPACK's only obligations if the warranties given by CAREPACK are breached. Any other legal remedy is expressly excluded to the extent permitted by law. CAREPACK shall bear the costs related to the execution of the above legal remedies, excluding the costs of disassembly, removal, transportation and installation or reinstallation of the Product.

Exclusions

The above warranties do not apply in case of damage, defects or non-conformity caused by: (i) use of the Product not in accordance with these Warranty Terms; or (ii) failure to comply with CAREPACK'S instructions for handling, storage, application, use and maintenance. Further, the warranties do not cover defects resulting from or attributable to (i) wear and tear of the gasket, clamps, and outer covering, (ii) misuse, abuse, neglect, vandalism, or accident, or (iii) events beyond CAREPACK'S control. In addition, the warranties shall immediately expire (and therefore no longer apply) if (i) the Product is modified or altered without CAREPACK's prior written consent; or (ii) the identification labels, serial numbers and/or other marks of CAREPACK appearing on the Product are removed, altered, or made unrecognizable.

Transfer

This warranty applies only to the original Purchaser of the Product and is not transferable.

Obtaining warranty service

To obtain warranty service, CAREPACK must be notified immediately after a defect has occurred, but no later than five business days, at info@buncker.com. To be eligible for warranty service, Purchaser must provide proof of purchase to CAREPACK. In addition, Purchaser must provide the full serial number printed on the label of the Product and the shipping date of the Product. Furthermore, Purchaser must provide CAREPACK with sufficient evidence of the defect, for example by means of photographs.

Maintenance obligation

To keep the Buncker products in good condition, it is mandatory to have an inspection and service every two years by Buncker or one of its official partners.

If CAREPACK agrees that Products should be returned for inspection, repair or replacement by CAREPACK, CAREPACK will provide a 'Return Merchandise Authorisation' (RMA). CAREPACK will not accept returned Products without an RMA.