

Warranty Statement

Subject to the following general and specific terms and conditions, Godiva Limited ("Godiva") hereby warrants to the original Purchaser* that Products sold under the Godiva brand will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Table following this text.

General Terms and Conditions

The following limitations, exclusions, procedures and other terms and conditions shall apply for all Products:

Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly tested and maintained in accordance with Godiva's product manuals and supplemental instructions and guidelines, applicable industry standards and guidelines, and applicable legal and regulatory requirements.
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Godiva's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Godiva or a person authorized by Godiva to make such alteration or modification or perform such service or repair
- Godiva is not paid the full amount of the purchase price for Product when due

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provide or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Godiva
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Godiva brand) part, component, product or equipment, whether or not combined, packaged, incorporated, installed or used with a Godiva brand part, component, product or equipment.

Godiva shall have no obligation under any Warranty unless Purchaser or its customer promptly notifies Godiva of the failure giving rise to the Warranty claim, such notice is received by Godiva within the applicable Warranty Period, and Godiva is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Godiva may reasonable request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

Godiva reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned Products for Warranty replacements.

Godiva shall have the right to physically inspect Product claimed to be defective. If requested by Godiva, Purchaser shall deliver the Product claimed to be defective to Godiva at its manufacturing facility or to another party or location designated by Godiva. In such event, Godiva shall issue to Purchaser a Return Goods Advice number (RGA) for the Product to be delivered. The Product must be delivered to Godiva within 30 days of issuance of the RGA. The RGA number must be included with the Product when delivered to Godiva. Failure to make timely delivery to Godiva of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping changes in connection with the delivery of Product claimed to be defective to Godiva at its manufacturing facility or to another party or location designated by Godiva and the delivery of repaired or replacement Product or parts to Purchaser. Product claimed to be defective must be shipped by Purchaser freight prepaid. Repaired and replacement Product and parts therefore will be shipped to Purchaser freight collect. Purchaser shall bear all risk of loss or damage during shipment.

If requested to do so by Purchaser, Godiva may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Godiva ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Godiva at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Godiva ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Godiva determines that the Product is repairable, have the Product repaired by Godiva or another party designated by it on a time and materials basis at Godiva's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect. If on inspection of returned part/product Godiva is in agreement that it is faulty and falls within warranty coverage, the customer will be credited for the cost of the replacement parts and carriage expenses incurred. In no case does Godiva bear expenses of any sort incurred outside Godiva's premises. All warranty or repair work must be undertaken by Godiva, or its agent and any other work undertaken in relation to the Goods will render this guarantee void.

GODIVA'S WARRANTY AS SET FORTH HEREIN IS GODIVA'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST GODIVA. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS PROVIDED HEREIN, GODIVA SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.

UNDER NO CIRCUMSTANCES SHALL GODIVA BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF GODIVA IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.

Product Specific Warranty Terms and Conditions		
Product	Warranty Period	Warranty Coverage**
Portable pumps		
Powerflow 8/5, 12/10, 17/10, Powerflow 275, (excluding engines)	24 months – From date of shipment of product to purchaser	Repair or replacement of Product that Godiva determines failed during Warranty Period due to a defect in material or workmanship. No labour is included.
	Engines - Godiva offers no warranty with respect to engines. Any warranty with respect to engines is limited to that warranty which may be provided by the engine manufacturer.	Engine Manufacturer's Warranty, from point of sale to Godiva – Briggs & Stratton (8/5, GP275) 36 months Textron (12/10, 17/10) 24 months Lister Petter (GN500) 6 months
Vehicle Mounted Pumps		
Prima, P1 and P2 2010, 3010, 4010, 6010 models KP1, KP2 GV5410, GV6500, GV10000	24 months	Repair or replacement of Product that Godiva determines failed during Warranty Period due to a defect in material or workmanship. When labour is covered, Service Provider will be reimbursed at Godiva's then current standard labour hours and rates for labour to make repair (if not repaired by Godiva) and to remove defective Product and reinstall repaired or replacement Product. Godiva's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Godiva's then current mileage reimbursement rate.

Compressed Air Foam Systems, Foam Proportioners		
Prima SmartCAFS50, 100, 200	12 months	Repair or replacement of Product that Godiva determines failed during Warranty Period due to a defect in material or workmanship. No labour is included.
MCP50S, MCP100S, MCP200S	12 months	Repair or replacement of Product that Godiva determines failed during Warranty Period due to a defect in material or workmanship. No labour is included.
FoamLogix	12 months	Repair or replacement of Product that Godiva determines failed during Warranty Period due to a defect in material or workmanship. No labour is included.

* The "Purchaser" is the original purchaser from Godiva, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.

** For each Product, Godiva will have the option to refund to Purchaser (in cash or by credit) the purchase price Godiva was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labour). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Godiva in its sole discretion.