

# Terms of Guarantee – 30-Year Keg Guarantee

**Blefa GmbH** (hereinafter referred to as "Blefa") is a worldwide leading manufacturer of stainless steel containers (hereinafter referred to as "kegs") for the beverage industry. Our aim is to offer our customers high-quality, durable and environmentally friendly kegs.

Blefa's promise of guarantee extent only to defects in the kegs as defined in these terms of guarantee and is subject to compliance with the guarantee conditions. This guarantee is in addition to the warranty and is for an initial period of 7 years and in the event of compliance with pre-defined service and service intervals will extend to a maximum of 30 years from date of purchase.

- (1) Validity  
Unless otherwise agreed in writing, the guarantee rights shall be valid for the first purchaser (hereinafter referred to as "customer") of new kegs produced by Blefa. A transfer of this guarantee or of individual rights arising therefrom shall not be possible in the event of a resale of the keg to a third party.
- (2) Guarantee scope
  - Quality of welds with regards to stability and permeability.
  - Corrosion resistance of the surfaces.
- (3) Guarantee conditions
  - Notifications of defect within guarantee term and made within one year of the date upon which the defect first became known.
  - For Blefa Kegs with date of manufacture from 01.01.2013 and laser applied 2D barcode or alternatively RFID transponder including the manufacturer package.
  - Against submission of the invoice with promise of guarantee.
  - For the extension of the guarantee: Duty of service in every 7<sup>th</sup> year by Blefa, or a GNKS partner (**Global Network Keg Services**, [www.gnks.eu](http://www.gnks.eu)) or by any other authorized service company of Blefa.
  - Purchase shall provide evidence of compliance with service intervals
- (4) Guarantee exclusions
  - External damages (such as dents, scratches, damage to the screen print, etc).
  - Filling with incompliant or not permitted beverages (cf. a).
  - Interventions of all kind caused by incorrect handling or abnormal use (cf. b)
  - Product damages or open burst disk caused by the installer or any other third party, as well as damage due to force majeure or natural disasters
  - Wearing parts, such as extractor tubes, plastic parts and components
  - Use and/or installation of third party parts or accessories that are assembled by Blefa, a GNKS partner or an authorized service company
  - Rust from external sources (e.g. caused by contact with other rusting metals, rust-containing water, sodium chloride or chlorine, etc.).
  - Non-compliance with the pre-defined service and service intervals
  - Any claims of any kind for compensation for indirect or consequential damage are excluded
  - a) Definition of permitted beverages:
    - Beer (alcoholic, non-alcoholic).
    - Wine (alcoholic, non-alcoholic).
    - Spirits.
    - Fruit juices.
  - b) Definition of correct handling:
    - Professional handling and transport.
    - Use of the keg within the approved operating pressure (see the manufacturer package on the keg for details).
    - No exposure of filled kegs to temperatures < 0° C / > 60° C // < 32°F / > 140°F.
    - Kegs must not be filled in excess of the stated volume capacity.
    - Kegs must be cleaned and filled using equipment specifically designed for keg processing.
- (5) Claim procedure:  
Customer has to request prior to return of the product of a complaint number from Blefa ([www.kegwarranty.com](http://www.kegwarranty.com)) or from a GNKS Partner or from an authorized service company.
- (6) Remedy  
Blefa, the GNKS Partner or the authorized service company will perform, at its own discretion, justified warranty services as follows:
  - Repair, meaning compensation of technically necessary and at actual costs occurred. No pay out of such costs without an actual repair is made.
  - Replacement of the kegs
  - Monetary compensation (credit note for the amount of the current value).The term of the guarantee will remain unaffected by any such remedy, particularly in case of repair and replacement and will not begin from a new.
- (7) Data privacy  
The customer agrees that Blefa, GNKS Partner and the authorized service company, within the limits of applicable law, may store, process and exchange relevant customer data at home and abroad to validate the guarantee claim and for guarantee performance. The transfer of this data to third parties is prohibited.
- (8) Applicable law and place of jurisdiction  
German law shall apply exclusively and shall exclude the UN Convention on Contracts for the International Sale of Goods as well as any conflicts of laws and provisions. Place of performance is at the seat of Blefa, the GNKS Partner or any authorized service company.  
  
The exclusive place of jurisdiction shall be Siegen in the Federal Republic of Germany.

Kreuztal, 01<sup>st</sup> October 2016  
Blefa GmbH