

# Terms of Guarantee

## Certified Pre-Owned 5-Year Guarantee

**BLEFA Kegs, Inc.** (hereinafter referred to as "BLEFA") is the worldwide leading manufacturer and Service Provider 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 extend only to defects in the kegs as defined in these terms of guarantee and is subject to compliance with the guarantee conditions.

### (1) Validity

Unless otherwise agreed in writing, the guarantee rights shall be valid for the first purchaser (hereinafter referred to as "customer") of CERTIFIED Pre-Owned kegs for the first 5 years from the date the Pre-Owned kegs have been sent to the customer. sold 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.
- fully operational non leaking spear
- dimensionally in Spec.

### (3) Guarantee conditions

- Notifications of defect within guarantee validity and made within one month of the date upon which the defect first became known.

### (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
- Use and/or installation of third party parts or accessories
- Rust from external sources (e.g. caused by contact with other rusting metals, rust-containing water, sodium chloride or chlorine, etc.).
- 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.
- Mineral water.
- Cola, lemonade, and the like as well as mixed drinks with aforementioned beverages.

### b) Definition of correct handling:

- Professional handling and transport.
- Use of the keg within the approved operating pressure (see the manufacturer rating on the keg for details, this may vary by manufacturer ).
- No exposure of filled kegs to temperatures  $< 0^{\circ} \text{C} / > 60^{\circ} \text{C} // < 32^{\circ} \text{F} / > 140^{\circ} \text{F}$ .
- 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, a complaint number from BLEFA.

### (6) Remedy

BLEFA will perform, at its own discretion, justified warranty services as follows:

- Repairs deemed technically necessary to return of keg to original customer specification.
  - Replacement of the kegs in lieu of repair to original customer specification.
  - Refund or credit based on original sales price
- 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, 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

La Vergne, January 10, 2024  
BLEFA Kegs, Inc.

