



Annex 1 - Warranty on AquaPro Goods (*) – version December 1, 2009

From the very beginning to this very day, AquaPro has been committed to the highest standards of quality and craftsmanship to guarantee that AquaPro's Goods are truly the best quality that a Buyer can expect. AquaPro only uses virgin plastic for all parts that are exposed directly with the sun. For parts that are not in contact with the sun AquaPro uses recycled plastics in order to protect the environment and use less scarce material. Naturally AquaPro's Goods are free of cadmium. AquaPro also adds to the plastic the highest standard of additives that make the Goods last longer in extreme climate Conditions.

Of course the Buyer may choose for the option to use biopolymer as the basic material of the Goods. If so, you help the environment by using a pure cradle to cradle product: first the biodegradable Goods make water and then they degrade to utile nutrients to live from. AquaPro does a daily check on the fit and finish quality of every box we make. And we guarantee its use in a way which few of the plastic producers have the confidence to do. Because of all these reasons, AquaPro is very confident in the quality of its Goods. AquaPro warrants that the Goods shall be free from defects in workmanship and materials under normal and reasonable use and proper assembly as follows:

What is covered in Polypropylene:

- Defects in workmanship and materials during 5 years
- "Cracks" until delivery

What is covered in Biopolymer:

- "Cracks" until delivery

What is not covered:

- Ageing
- Discoloring
- "Cracks" after delivery
- The planting result

Definitions

"Defects" as used in this warranty is defined as "imperfections which impair the utility of the product or affect the structural integrity of the product". Upon receipt of the Goods the Buyer must inspect components thoroughly prior to assembly, and any defects which impair the utility of the Goods should be noted and reported no later than within seven days of receipt. The warranty does not apply to normal wear and tear of polypropylene / biopolymer.

"Discoloring" as used in this warranty is defined as "a reduction in color intensity".

"Cracks" as used in this warranty are defined as "cracks that may be visible or non-visible" and that lead to premature not-intended leaking of the water stock from the Goods.

"Ageing" as used in this warranty is defined as a degrading in quality caused by the use of the Goods under the specific circumstances. The influence on the ageing of polypropylene and biopolymer caused by sun, wind, temperature differences and other climate conditions and the influence on degrading to biopolymer by micro-organisms and water are assumed to be known by the Buyer and accepted as a normal risk.

"The planting result" means the success rate of growth and survival of the seeds, plants, bushes or trees that are planted with the Groasis waterboxx. As this result is dependent from many different uncontrollable circumstances like climate, quality of plant material, quality of planting, maintenance and guarding, the result cannot be guaranteed.

Further exclusions

This warranty does not cover damage resulting from misuse, negligent use, negligence during assembly, unauthorized repairs, damage caused by Buyer's errors, infestation, sunshine, fire, negligence, hurricanes, tornados, floods, typhoons, cyclones, wind damage and other acts of God. This warranty does not cover normal tarnishing of polypropylene/biopolymer or degrading of the biopolymer. The warranty applies to conditions of normal use, but does not apply to intentional damage, negligence, excessive or unreasonable use.

Wick

This warranty does not apply to the supplied wicks that can be used maximum 12 months.

Damages or other problems caused by transport paid by AquaPro

If the Goods are damaged during shipping and the shipping is done at AquaPro's costs, AquaPro replaces them without question. These damages must be reported to us according to article 8 of the General Terms and Conditions of Trading and this Annex 1. The damage must be documented on the bill of lading while the carrier is still at the place of delivery. AquaPro will ship out a new item if completely damaged. Refunds and credit card reversals are not given for damaged Goods or for orders that were received incorrectly. AquaPro does not refund shipping charges if Buyer decides to cancel an order due to damages or any other problem. Shipping costs for replacement will be paid by AquaPro. Shipping costs for to be returned Goods will only be reimbursed in consultation between AquaPro and Buyer and only after written permission

Damages or other problems caused by transport paid by Buyer

If an item is damaged during shipping and the shipping is paid by Buyer, the damage must be reported to the carrier according to article 8 of the General Terms and Conditions of Trading and this Annex 1. AquaPro is not responsible and does not cover these costs.

Range of the covered guarantee

Claims will never be settled through refunding but exclusively through replacement. The replacement's percentages are:

- Waterboxxes with an age of less than 1 year old: 100%
- Waterboxxes with an age of less than 2 years old: 80%
- Waterboxxes with an age of less than 3 years old: 60%
- Waterboxxes with an age of less than 4 years old: 40%
- Waterboxxes with an age of less than 5 years old: 20%

Age

The control of the age of the boxes can be done through the time-clock print on the bottom of the box.

No drinking water

The water that is produced or captured by the waterboxx cannot be used as drinking water.

Language

- Parties acknowledge that the English language used for these General Terms and Conditions of Trading is sufficient to understand each other's rights and obligations and that a translation in their home language is not necessary.
- Partijen erkennen dat de Engelse taal die gebruikt wordt voor deze General Terms and Conditions of Trading voldoende is om elkaar's rechten en plichten te begrijpen en dat een vertaling in hun moedertaal niet nodig wordt geacht.
- Las partes reconocen que el Ingles que esta usado en estos General Terms and Conditions of Trading son suficientes para entender las obligaciones y derechos de ambas partes y que una traduccion no es necesaria.



(*) General Terms and Conditions of Trading. This warranty is an integrated part of our General Terms and Conditions of Trading. A copy of these Conditions may be requested from the Chamber of Commerce in Breda - Holland under nr. 1453 or can be downloaded from the websites www.aquaproholland.com or www.groasis.com.