

Terms and Conditions of the SAM SERVICES Valve Warranty



SAM SERVICES Valve Warranty plans

1. **SAM SERVICES Valve Warranty Plan 1**
24 months warranty period after start-up but not exceeding 36 months after transfer of risk, 5 % of the applicable net price
2. **SAM SERVICES Valve Warranty Plan 2**
36 months warranty period after start-up but not exceeding 48 months after transfer of risk, 10 % of the applicable net price
3. **SAM SERVICES Valve Warranty Plan 3**
48 months warranty period after start-up but not exceeding 60 months after transfer of risk, 15 % of the applicable net price

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SAMSON AG grants those customers with whom a warranty agreement has been signed a manufacturer warranty according to the terms and conditions defined in the following:

- 1 The SAM SERVICES Valve Warranty applies exclusively to the valve types and series listed in the following table:

Self-operated regulators	V2001	Series 240	Series 250	Series 280, 290, 590	SAM LOOP	SAMSON VETEC
<ul style="list-style-type: none"> • 2405 • 2406 • 2412 • 2422 • 2333 • 2335 • 2404-1 • 2404-2 	<ul style="list-style-type: none"> • 3321 • 3323 • 3531 • 3535 	<ul style="list-style-type: none"> • 3241 • 3244 • 3246 • 3248 • 3347 • 3349 • 3351 • 2510 • 3510 • 3522 	<ul style="list-style-type: none"> • 3251 • 3252 • 3253 • 3254 • 3256 • 3259 	<ul style="list-style-type: none"> • 3281 • 3286 • 3291 • 3296 • 3591 • 3589 • 3598 	<ul style="list-style-type: none"> • Type 01 • Type 10 • Type 14 • Type 26 • LTR 43 	<ul style="list-style-type: none"> • Series 72 • Series 73 • Series 82

- 2 The length of the warranty period depends on the terms and conditions specified in the individual warranty agreement. The warranty period refers to a period of time starting with the start-up of the valve ("Operating Period") and, in any case, it is limited to a period exceeding the Operating Period starting with the transfer of risk.
- 3 The warranty covers and is limited to non-functioning valve parts considered as pressurized parts ("Pressurized Parts") within the definition of Directive 2014/68/EU of the European Parliament and of the Council of 15 May 2014 (Corrigendum OJ L 157, 23 June 2015, p. 112–112).
- 4 Between the beginning and end of the warranty period, SAMSON must restore the proper functioning of Pressurized Parts, at its own discretion either by repair or supply of suitable replacement parts and their mounting at the valve's contracted place of installation. The shipment of parts is free of charge to the valve's contracted place of installation. The repair or mounting of replacement parts is not charged, provided no additional expenditure arises. Testing, measurement and adjustment activities are included only if they are required to restore the proper functioning of Pressurized Parts; service, maintenance, inspection or cleaning are not included. Removing the valve from the pipeline and installing it back into the pipeline as well as compensation for any related

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expenditure is not part of our contractual obligation. If no place of installation has been contractually agreed for a valve, the place of delivery applies. The proper functioning may also be restored by third parties designated by SAMSON. Replaced Pressurized Parts fall into SAMSON's ownership.

- 5 By taking on the obligation to restore the proper functioning, any claims lodged against SAMSON due to non-functioning Pressurized Parts within the warranty period are considered settled. No claims exceeding the restoration of the proper functioning exist. This also applies to claims for damages. However, this SAM SERVICES Valve Warranty does not restrict or otherwise affect the contractual or legal rights arising from the material defects liability that the customer has towards SAMSON.
- 6 The following is exempt from the warranty in any case:
 - 6.1 Other parts of the valve than Pressurized Parts
 - 6.2 Any parts subject to wear, including seals, sealing systems, linings, surface coats etc.
 - 6.3 Damage not caused by a defect of the Pressurized Part (such as third-party interference or external influences, including abrasive, corrosive environments for which the valve in question has not been specified by the manufacturer)
 - 6.4 Faults caused by the customer operating the valve not in compliance with the specifications made relating to valve design, manufacturing or material selection
 - 6.5 Faults caused by valve modifications not made by SAMSON
- 7 The following requirements must be complied with for the warranty to apply; no claims can be lodged in the event of noncompliance:
 - 7.1 Compliance with SAMSON's instructions on transport, storage, installation and operation of the valve. The storage instructions according to Clause 15 apply.
 - 7.2 Proper valve installation and start-up by qualified personnel according to the SAMSON product documentation, which is provided on request.
 - 7.3 Proper valve operation in compliance with the operating conditions specified by SAMSON
 - 7.4 Compliance with the SAMSON specifications on valve service, maintenance and inspection
 - 7.5 No parts have been mounted on the valve without SAMSON's prior approval.
 - 7.6. On demand, SAMSON or a SAMSON-authorized third party must be given the opportunity – at short notice – to comprehensively restore the proper functioning.
- 8 Warranty claims must be lodged in writing against the SAMSON company that granted SAM SERVICES Valve Warranty within a two-week limitation period of the occurrence of the warranty case or, if the fault cannot be detected immediately, within two months of discovering the fault; the original invoice must be presented when lodging a warranty claim.
- 9 When lodging a warranty claim, the customer must furnish proof that the requirements specified in this SAM SERVICES Valve Warranty are fulfilled.
- 10 If a warranty claim is lodged against SAMSON at a time when the Operating Period may have expired already, the customer must furnish proof of the start-up date.
- 11 Claims from the warranty expire by limitation six months after asserting a warranty case, no later than six months after expiry of the warranty period.
- 12 The fee for the warranty applies in addition to the valve price; it is determined on a case-by-case basis depending on the length of the warranty period as well as the percentage of the net valve price specified in the SAMSON quotation or order confirmation. Value added tax applies on top of the fee. If the customer is in arrears with paying the warranty fee or other payments owed in relation to the underlying business transaction, SAMSON is exempt from any obligations arising in connection with this SAM SERVICES Valve Warranty.

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13 If the valve is sold by the customer, the customer's rights stipulated in this SAM SERVICES Valve Warranty are conveyed to the buyer as soon as the customer has notified SAMSON in writing of the sale.

14 If a warranty claim is lodged and an inspection by SAMSON or an authorized third party finds that no non-functioning Pressurized Part existed or if the requirements to make warranty claims are not fulfilled for any other reason, SAMSON may charge the customer with the service and inspection cost incurred plus value added tax.

15 Storage conditions under the SAM SERVICES Valve Warranty

If the valves are not unpacked immediately after their arrival at the place of destination, the cases must be stored in a dry, closed and heated warehouse.

If stored under these conditions, undamaged packaging protects the valves for six months.

For longer storage periods, the following requirements must be complied with:

- The valves must be stored in a dry, closed and heated warehouse.
- The valves must be stored without their secondary packaging to ensure sufficient ventilation.
- The ambient temperature, which SAMSON specified for the storage of the specific product, must be observed.
- The relative humidity must not exceed 75 % to prevent condensate formation.
- The flange covers must properly seal the valve inlet and outlet. The covers must not be removed until immediately before installation.
- Valves larger than DN 150/NPS 6 must be stored in the upright position with the actuator on top to avoid damage to the seals (packing chamber and pressure balancing).
- All pneumatic and electric connections must be sealed with plastic stoppers to prevent any dirt from getting inside the valves. These plastic plugs must not be removed until immediately before installation.
- The covers of valve accessories (such as positioners or limit switches) must be properly closed and tightened.
- Service Documentation EB00-01 ([german](#) / [englisch](#)) must be observed for products by SAM LOOP.
- Service Documentation [EB0005.045](#) must be observed for products by SAMSON VETEC.

16 This SAM SERVICES Valve Warranty applies in addition to SAMSON's General Terms and Conditions of Contract. In the event of a doubt, this SAM SERVICES Valve Warranty takes precedence. All other terms and conditions stipulated in SAMSON's General Terms and Conditions of Contract remain unaffected.