

# Guarantee Terms and Conditions

## Weber Bürstensysteme GmbH (Guarantor)

Revised 12/2015

Thank you for recommending a Weber product to your customers and expressing your confidence in our services.

When you sell a new Weber product, you as the guarantee holder can assure your customer of a comprehensive package of guarantee services under the following provisions, which meet our high standards of customer service that go beyond machine sales, and demonstrate your competence as a specialist dealer.

### §1 Content, period and territorial scope of the guarantee

Our guarantee covers all cleaning technology devices for which we have made a guarantee promise on our delivery note or invoice. This guarantee promise applies only to products sold and operated by the guarantee holder in European countries and only for the guarantee period shown on the delivery note or invoice. The guarantee does not cover any software or accessories (e.g. bags, batteries, remote controls, cables, etc.) or consumables.

### §2 Content of the guarantee

The guarantee ensures the operational readiness of the guaranteed product during the guarantee period.

This shall not apply if

- the device shows damage or signs of wear caused by use that deviates from its normal purpose and the manufacturer's specifications in the operating instructions;
- the damage results from non-compliance with the installation, operation, care and maintenance instructions described in the manual;
- the device has characteristics that indicate repairs or other actions undertaken by persons who are not authorized by the manufacturer;
- unauthorized accessories have been installed in the device;
- the device's serial number has been removed or made unrecognizable;
- improper external influences on the device have caused the damage (e.g. fire, lightning strike, overvoltage, short circuit, wrong type of current, breakage, bending, transport damage, extreme temperature fluctuations, climatic conditions);

### §3 Services in the event of a guarantee claim

A guarantee claim shall exist if a malfunction that is relevant to the devices functioning per the contract occurs due to a product defect. In the event of a guarantee claim, the Guarantor or a third party commissioned by the Guarantor shall ensure that the device is restored to an operable condition. The maximum expense for restoring the device to an operable condition shall be limited to the operable device's current value. Other work, expenses for repairs in the cases excluded in §2, software

installations, adjustment work, service settings, maintenance work, etc., which are not attributable to a defect in the device, shall be invoiced in accordance with the applicable price list.

### §4 Handling

The end customer informs the guarantee holder about a guarantee claim. The latter is obligated to notify this immediately in writing (fax or email), to ensure that damage is averted or reduced as much as possible, and to obtain and comply with the Guarantor's instructions. The guarantee holder must obtain the information required to assess the damage (description of the defect, photos, etc.) from the end customer and provide this to the Guarantor. If rectifying the fault at the end customer's premises does not appear promising, the device must be sent to the guarantee holder or the Guarantor for repair, as decided by the Guarantor. In the event of a guarantee claim, any transport costs incurred shall be borne by the guarantee holder. The entire administration of a guarantee claim will then be handled by the Guarantor. This also applies if the Guarantor commissions the guarantee holder or a third party to repair the device.

### §5 Relation to other rights

Claims that arise from the statutory liability for material defects shall neither be limited nor extended by this guarantee. Nor shall this guarantee create any obligations, liabilities or claims beyond those described in §3. The Guarantor shall therefore not be liable either to the guarantee holder nor to the guarantee holder's customer for financial loss, loss of profit, loss of savings, damage arising from third-party claims, direct or indirect material damage and consequential damage nor for the loss of data and programs.

### §6 Law and jurisdiction

German law shall apply to the guarantee contract. The place of jurisdiction shall be registered office of the Guarantor.

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