

Terms and Conditions of Warranty

Upon delivery, Höfelmeyer Waagen GmbH, Werner-von-Siemens-Str. 33, 49124 Georgsmarienhütte, Germany shall guarantee the product specified in offer no.:

with a __-month warranty ensuring this product is free from any material, production-related or processing-related defects. This warranty is based on the following provisions:

Should the product display any material, processing-related or production-related defects during the warranty period, provided the product is used and serviced as intended with documented maintenance pursuant to the information provided in our user manual, we shall either repair or replace the product at our discretion within the scope of the following provisions. Your rights arising from this warranty shall be limited to your claim for supplementary performance. This warranty shall grant no further claims, in particular claims for any form of compensation for damages.

1.
Should you need to avail yourself of this warranty, please contact our service department.

Contact:

Höfelmeyer Waagen GmbH
André Schimmöller
Deputy Service Manager
Werner-von-Siemens-Str. 33
49124 Georgsmarienhütte, Germany

Telephone: +49 5401 4977 50

Email: a.schimmoller@hoefelmeyer.de

2.
Repairs covered under warranty must be carried out by us. You may not claim for reimbursement for repairs carried out by another company since such repairs as well as any damages to the product resulting therefrom are not covered by this guarantee.

3.
If we repair or provide a replacement for the product, the warranty claim for the repaired or replaced product shall apply to the time remaining in the original warranty period.

4.
Should the equipment be operated in a country other than that for which it was originally developed and produced by us, any modifications to the product to ensure conformity with the technical and/or safety-related standards of this other country must be undertaken. Such modifications shall not be attributed to material, processing-related or production-related defects to the product, and shall be expressly excluded from this warranty.

The costs for these kind of alterations or modifications as well as any damages resulting therefrom or damages resulting from operation of the equipment under different product conditions shall not be compensated.

5.

Not included under warranty are:

- _ maintenance and inspection services as well as repairs or exchanges of parts that are expendable pursuant to our list of expendable parts;
- _ transport and travel expenses as well as costs associated with installing and uninstalling the equipment;
- _ damages resulting from misuse of the product or the product being used for purposes other than those intended;
- _ damages resulting from incorrect installation or lack of maintenance on the product;
- _ damages resulting from lightning strike, water, fire, force majeure, war, incorrect voltage, insufficient ventilation, insufficient care and cleaning or non-compliance with the usage rules and maintenance services stipulated in the user manual;
- _ damages resulting from the use of the product outside the specifications stipulated;
- _ damages resulting from the use of non-original consumables or wear materials;
- _ any and all not directly occurring on the equipment and any other subsequent defects (e.g., loss of working time, materials, wages and other consequential damages).

This warranty shall lapse if

- _ modifications to the product are undertaken by you or any third party;
- _ the product continues to be operated despite the existence of a functional or usage defect.

6.

This warranty is product-based and may be claimed by any person who has legally acquired our product within the warranty period.

7.

Consumable materials are excluded from this warranty.

8.

The purchaser's statutory claims for defects shall remain unaffected by this warranty.

9.

Personal details and settings entered may be lost or damaged in the event of product repairs or exchanges. We shall assume no liability whatsoever for loss of data of any kind and shall not compensate for damages resulting from such data losses. You should always back up any and all data and settings saved prior to asserting a warranty case.

10.

German law shall apply exclusively to this warranty to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is our place of business.

11.

Should individual provisions of these Terms and Conditions of Warranty be or become invalid, in whole or in part, the invalidity of such provision shall not affect the validity of the remaining provisions. The provision deemed invalid, in whole or in part, shall be replaced by that provision most closely approximating the economic intent of the invalid provision.