

Warranty

If the delivery has deficiencies, these deficiencies shall, at the discretion of the Supplier, either be remedied or the defective parts replaced by the delivery of new goods free of defects, whereby the goods replaced shall become property of the Supplier.

Of the direct costs arising from subsequent improvements and/or replacement deliveries, the Supplier – provided the complaint is deemed to be justified – shall bear the costs of the replacement part. Repair of defective goods shall be performed on the manufacturer's premises. Expenses incurred for the disassembly and reassembly, transportation, packaging etc. shall be borne by the Purchaser.

Manufacturer's warranties passed on within the scope of the delivery such as conformity and/or clearance certificates of the manufacturer shall not represent any warranty of the Supplier nor any contractual agreement of the Supplier on quality.

In case of transactions in which no consumer is involved, the Supplier shall not assume any responsibility for product components which have been provided by the Purchaser.

Limitation period

Warranty claims shall expire after two years from delivery of the goods. The legal period shall however be the longer period specified under sections 478 and 479 of the German Civil Code, in respect of material defects in buildings and building components, retrospective claims of the buyer or construction.

The legal limitation period shall also apply in cases of death or injury to body or health, in the event of gross negligence or willful misconduct by the supplier or fraudulent concealing of defects.