

7. Warranty and assumption of responsibility for defects

7.1 In case the terms of payment agreed are complied with, the seller shall be obliged, under the following provisions, to eliminate any defect existing at the time of handover that is detrimental to functionality and based on faulty design or material or poor workmanship. No warranty claims may be derived from information provided in catalogues, brochures, advertising material and written or oral statements not included in the contract.

7.2 Unless otherwise agreed, the statutory period of warranty shall apply. This shall also apply to objects of delivery and performance that are firmly attached to a building structure or to the ground. The warranty period shall commence at the time the risk is transferred under item 5.

7.3 If delivery or performance is delayed for reasons outside the sphere of influence of the seller, the warranty period shall commence two weeks after the latter's willingness to delivery and/or perform.

7.4 The warranty claim is contingent upon the prerequisite that the buyer has reported any defects that have occurred in writing in due time and that the seller receives this report. The buyer shall provide evidence that the defect exists within an appropriate period of time, in particular by providing to the seller the documents and/or data available on the buyer's premises.

In the event of a defect subject to the warranty obligation under item 7.1, the seller shall, at its discretion, rectify the defective good or the defective part at the place of performance or arrange for it to be sent to its own place for rectification, or reduce the price accordingly.

7.5 Any supporting staff, lifting devices, scaffolding and incidentals required for performing warranty work on the buyer's premises shall be provided. Replaced parts shall pass into the seller's ownership.

7.6 If goods are manufactured by the seller based on design descriptions, drawings, models or other specifications provided by the buyer, the seller's liability shall only extend to execution as agreed.

7.7 Unless otherwise agreed, the warranty shall not include any defects that result from arrangement and assembly not effected by the seller, insufficient adjustment, non-compliance with installation requirements and conditions of use, excessive stress on parts beyond the performance specified by the seller, negligent or incorrect treatment and use of inappropriate operating material; this shall also apply to defects resulting from material provided by the buyer. Nor shall the seller be liable for damage resulting from acts by third parties, atmospheric discharges, overvoltage and exposure to chemicals. The warranty shall not cover the replacement of parts that are subject to natural wear.

7.8 The warranty shall lapse immediately once the buyer itself or a third party not explicitly authorised by the seller effects any modifications or repairs to the products delivered without written consent by the seller.



7.9 Provisions 7.1 to 7.8 shall apply accordingly to every instance of assuming responsibility for defects on other legal grounds.