

Warranty

Value: 01.01.2022

hesotec electrify gmbh grants a warranty for the present product in accordance with the following provisions:

(1) The purchaser's warranty rights presuppose that he has duly fulfilled his obligations to examine the goods and give notice of defects in accordance with §§ 377, 381 of the German Commercial Code (HGB). All information, transfer of ownership, processing and application of our products, technical advice and other information are given to the best of our knowledge, but do not release the buyer from his own tests and inspections. Notices of defects will only be processed and are only effective insofar as they are made in writing and accompanied by evidence. Notification of defects must be made within 8 days of receipt of the goods. In the case of hidden defects, the complaint must be made within 8 days of discovery, at the latest 6 months after receipt of the goods.

(2) Claims for defects shall become statute-barred 12 months after delivery of the goods supplied by us to our buyer. The above provisions shall not apply if longer periods are prescribed by law. Our consent must be obtained before any goods are returned.

(3) If, despite all due care, the delivered goods show a defect which was already present at the time of the transfer of risk, we shall, at our discretion, either repair the goods or deliver replacement goods, subject to timely notification of defects. We shall always be given the opportunity to remedy the defect within a reasonable period of time. Claims under a right of recourse shall remain unaffected by the above provision without restriction. Claims of the buyer according to § 439 para. 3 BGB are excluded.

(4) If the supplementary performance fails, the buyer may - irrespective of any claims for damages - withdraw from the contract or reduce the remuneration within a period of 14 days.

(5) Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear and in the case of damage arising after the transfer of risk as a result of faulty or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences which are not assumed under the contract. If the purchaser or third parties carry out improper repair work or modifications, there shall also be no claims for defects for these and the consequences arising therefrom.

(6) Claims by the buyer for expenses required for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the goods delivered by us have subsequently been taken to a place other than the buyer's branch office, unless the transfer corresponds to their intended use.

(7) The buyer shall only have a right of recourse against us insofar as the buyer has not entered into any agreements with its customer that go beyond the legally mandatory claims for defects. Furthermore, paragraph 6 shall apply accordingly to the scope of the buyer's right of recourse against the supplier.

(8) Warranty claims are excluded if the goods have been modified/processed by the buyer or a third party without prior written consent.