

Warranty conditions

The following guarantee conditions of FSM AG, Erich-Rieder-Straße 2, 79199 Kirchzarten, Germany, regulate the claims of the purchaser against FSM AG in the event of a functional impairment of certain products of FSM AG caused by material or processing defects. The scope (products), duration and extent of the guarantee as well as the assertion of guarantee claims are regulated below.

The statutory warranty rights against the seller of the product remain unaffected by the guarantee granted by FSM AG. The guarantee therefore in no way limits existing statutory warranty claims.

1. Scope of application:

This guarantee applies exclusively to the product series DS01+, PrimAtü, feel and base (hereinafter referred to as 'products') of FSM AG.

2. Warranty period:

FSM AG grants a guarantee of 5 years from the date of purchase for all products. The invoice date is decisive.

3. Warranty services:

- a. During the warranty period, FSM AG shall, at its discretion, arrange for the free repair (reworking) or replacement delivery of products that are defective due to material or processing faults (hereinafter 'warranty case'). FSM AG shall bear its own shipping costs.
- b. The parts/products replaced by FSM AG or at its instigation in the event of a warranty claim shall become the property of FSM AG.

4. Exclusions:

- a. This warranty does not cover damage caused by improper use, culpable behaviour, accidents, modifications, repairs by third parties not authorised by FSM AG or external influences.
- b. The warranty is also void if the product has not been installed, maintained or used in accordance with the specifications of FSM AG.
- c. Furthermore, the warranty does not cover any adjustments and calibration work that became necessary as a result of a measured value drift within the scope of the data sheet specification.
- d. Repairs during the warranty period will not be provided free of charge, nor will the costs of rental equipment be covered. Compensation for loss of use is also not owed.
- e. In the event of a warranty claim, FSM AG is not responsible for the disassembly and reassembly of the products at the customer's or third party's premises. They must therefore carry out or arrange for the professional disassembly and reassembly of the products themselves. FSM AG shall also not reimburse the customer for any shipping costs incurred.
- f. In addition to any statutory warranty claims, the guarantee does not grant any claims for damages, compensation, claims for reimbursement of the costs of disassembly and reassembly of parts or products or other financial claims (e.g. claims for reduction, reimbursement of futile expenses or repayment of the purchase price) against FSM AG, including those due to non-

fulfilment of guarantee claims, unless the claim to the guarantee service is seriously and finally refused without reason.

- g. In the event of a warranty claim, there is no entitlement to cancellation of the purchase contract, even in the event of non-fulfilment or improper fulfilment of warranty claims.

5. Assertion of warranty claims, applicable law, place of jurisdiction

- a. In the event of a warranty claim, the customer must submit a warranty claim to FSM AG in text form within the warranty period. A detailed description of the defect and a copy of the invoice are mandatory.
- b. The guarantee granted by these guarantee conditions and the assertion thereof shall otherwise be governed exclusively by German law to the exclusion of private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- c. The exclusive place of jurisdiction for all disputes arising from or in connection with these guarantee conditions is Freiburg im Breisgau.

FSM AG, Warranty conditions 2024, Kirchzarten