

# **Warranty Terms**

**Thermokon Sensortechnik GmbH**  
**Platanenweg 1, 35756 Mittenaar-Offenbach**  
**Germany**  
**Valid from 01.01.2014**

## **1. Warranty Declaration**

According to the following provisions Thermokon Sensortechnik GmbH, Platanenweg 1, 35756 Mittenaar-Offenbach, Germany (referred to as „THERMOKON“) guarantees its clients (referred to as „Client“) for all Thermokon products (referred to as “Products”) manufactured as of 01.01.2014 a warranty period of 5 years from date of production (warranty period). It is guaranteed that all Products are free of material faults or processing defects.

Any manufacturing failures will be remedied by Thermokon. It is at Thermokon’s discretion that the products failed will either be repaired or new products will be supplied.

The faulty and returned Products will become the property of THERMOKON. For repaired or replaced products the guarantee is only valid until the end of the original warranty period. Natural wear and tear is not included in these terms warranty terms.

Other Clients’ claims to THERMOKON, e.g. claims for damages or other claims for compensation (e.g. compensation products to cover the period of rectification of defects) are not included.

The contractual or legal rights of Clients, especially legal warranty such as subsequent performance, cancellation, decrease (abatement) or compensation, towards the seller remain unaffected by this warranty. The same is to be said for claims arising of the product liability.

## **2. Warranty Claims Procedure**

Warranty Claims are only valid subject to:

- The Product does not reveal any defects or signs of wear caused by improper use or incorrect handling (contrary to the mounting and installation guide or data sheet by THERMOKON) such as natural wear by corrosion or environmental conditions, wear by ageing.
- The Product was properly installed in a technically suitable system environment by a specialized dealer.
- The Product was correctly stored and handled.
- The Product has no signs of repairs or other actions by unauthorized dealers not known and enabled by THERMOKON,
- No parts are installed in the Product which are forbidden to use and which are not approved by THERMOKON.

Furthermore, warranty claims are only applicable if the following requirements are adhered to:

- The Product was purchased from and installed as of 1 January 2014 by THERMOKON or through a THERMOKON distributor (specialized dealer).
- Presentation of original invoice or invoice copy with date of purchase
- Warranty claims can only be addressed by returning the product to the following address:

Thermokon Sensortechnik GmbH  
Reklamationsbearbeitung  
Platanenweg 1  
35756 Mittenaar-Offenbach

- It is obligatory that the return shipment includes the fully completed document „*Management of Returns*“ which can be downloaded at THERMOKON’s website or by clicking the following link:

***Management of Returns (.pdf)***

The costs for the return shipment must be borne by the Client.

If warranty claims are assessed and if an inspection of the product by THERMOKON reveals that no malfunction existed or the warranty claim is not justified by one of the aforementioned reasons, THERMOKON is entitled to demand a service charge according to its standard rate costs. The service charge does not apply if the Client proves that due to the circumstances of this particular case it was not obvious that the warranty claim was not justified. This guarantee is subject to the right of the Federal Republic of Germany.

As for contractors (§ 14 BGB) the agreed place of jurisdiction is the place of business of THERMOKON.