

GLOBAL WARRANTY TERMS & CONDITIONS

by

DEWETRON GmbH

Parkring 4, 8074 Grambach, Austria

(hereinafter referred to as "**DEWETRON**")

In addition to the applicable legal warranty, if any, we, DEWETRON, hereby grant to a certain end-user a warranty as described below (hereinafter referred to as the "**Warranty**") with regard to all hard- and/or software-products of DEWETRON which are both produced and/programmed and sold by DEWETRON and/or by a DEWETRON's authorised dealer (hereinafter referred to as the "**Products**"). Any legal right is not curtailed and/or limited by the Warranty.

The term of the Warranty amounts up to 12 months starting from the date on which the Products' ownership is transferred from DEWETRON to the buyer upon delivery, if not agreed in accordance with certain INCOTERMS. The Warranty is valid worldwide.

Any Products which do have a fault with regard to the materials, the production including any software which does have a bug within the term of the Warranty, will be repaired, fixed or replaced at the sole discretion of DEWETRON.

The ownership of any replaced Products or parts thereof will automatically be transferred to DEWETRON. Any performance under the Warranty does not prolong the term of the Warranty or trigger a new Warranty term, except replaced Products and/or parts thereof within a repair for 90 days starting from the replacement.

The Warranty will not become effective including but not limited to by an event as follows:

- Products which are not registered with DEWETRON;
- products and/or software of any third party;
- Products which are amended and/or revised by any third party including by the installing of any third party software;
- batteries and wear parts;

and/or if the Product and/or parts thereof have faults and/or damages which are caused in particular by:

- improper and/or unduly care, any other use and/or operation of the Products;
- environmental influences (humidity, heat, overvoltage, dirt etc.) including natural disasters;
- any non-compliance with the applicable safety precautions and rules of the Product including its operation;
- any non-compliance with the operating instructions and/or the user manual etc.;
- force and/or violence (e.g. clout, hit, fall);
- procedure and/or intervention which is not executed of an by DEWETRON authorised person;
- any action and/or intervention which is not authorised by DEWETRON (e.g. repair);
- upgrades of the operation system of the Products which are not released by DEWETRON.

The Warranty does not include faults and/or damages of the Products and/or parts thereof with regard to a third article and/or third party including consequential damages. Further, the Warranty does not include any transportation costs, shipping costs and/or travel expenses of DEWETRON, if any, which might incur in connection with the repair and/or fix of any fault and/or damage of the Products and/or parts thereof.

The Warranty is solely governed by Austrian law excluding its conflict of law rules and the UN- Convention on Contracts for the International Sale of Goods. The sole place of jurisdiction is the competent court in Graz.

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