

DI Dekodur manufacturer's warranty

I. General information

DI Dekodur provides a manufacturer's warranty for DI Dekodur products in addition to the statutory warranty and without prejudice to mandatory statutory liability regulations. For the purposes of this warranty, a customer is any purchaser of DI Dekodur products who purchases them directly from DI Dekodur or a dealer or from a third direct purchaser after further processing or installation in the course of his commercial activities. In the event of resale beyond this, no manufacturer's warranty is assumed.

II. Warranty protection

The guarantee is valid for DI Dekodur products purchased by customers from May 1st, 2020 onwards. DI Dekodur guarantees to the customer that its products are free from material, manufacturing and construction defects at the time of manufacture. The state of the art in science and technology at the time of manufacture is decisive in this respect. The warranty is valid for a period of five years from the date of purchase by the customer, but for a maximum of six years after manufacture. The warranty period is not extended due to the granting of warranty services, nor does it start anew in these cases.

III. Written error message

The customer shall assert rights under the warranty by notifying DI Dekodur or the dealer from whom the customer purchased the product in writing. The customer must report the fault within two months after he has or should have recognized the fault. The written notice of defect must be made within the warranty period. It is the customer's responsibility to prove that the warranty period has not expired (e.g. by presenting the invoice receipt).

DI Dekodur is otherwise entitled to determine the start of the warranty period according to the date of manufacture.

IV. Benefits in the event of a warranty claim

DI Dekodur reserves the right to choose between repair, replacement or refund of the purchase price.

In the event of repair, the customer should have the defective product repaired by a specialist technician on site. In this case, the warranty covers the provision of the necessary replacement products free of charge and their free delivery.

In the event of replacement, the defective product is replaced by a new product of the same type, quality and quality. If the product concerned is no longer manufactured at the time of the notification of the defect, DI Dekodur is entitled to provide a similar product. In this case the warranty covers the provision of the necessary replacement products free of charge and their free delivery.

If the purchase price is refunded, the customer must return the defective product in advance after written confirmation.

Claims for compensation for consequential damage generally only exist in accordance with the mandatory statutory provisions and not in the case of warranty.

V. Conditions and exclusion of the guarantee

The guarantee is conditional on professional processing and installation (by a master craftsman or an authorized specialist company) in accordance with the product data sheet and the recognized rules of technology and the use of DI Dekodur products in accordance with the product data sheet and care instructions of DI Dekodur. Product data sheets, instructions for use and care are available at www.dekodur.com. The warranty claim does not extend to consequential damage.

The validity of the warranty ends with:

- Non-compliance with the assembly, care and use instructions handed out or available at www.dekodur.com;
- Installation, maintenance, repair or care by unqualified persons;
- Product damage caused by the seller, processor or third parties;

- Damage that is attributable to normal wear and tear or intentional damage - in the case of negligent damage, contributory negligence will be credited by mutual agreement - ;
- improper installation or commissioning;
- lack of or incorrect maintenance;
- products that have not been or are not used in accordance with their intended purpose;
- Damage caused by force majeure or natural disasters, in particular floods, fire or frost damage.

VI. Breach of the guarantee

Unless a warranty case exists, the customer shall bear the costs, including any labour costs, incurred in examining the product, as well as the costs of removing and reinstalling the product and the costs incurred in shipping and transporting the product. If the customer nevertheless wishes to have the product repaired or replaced, he shall bear all costs incurred, including the costs of the replacement products.

If the product was not yet faulty at the time of delivery, DI Dekodur will decide on an individual basis as a gesture of goodwill. In this case there is no claim to warranty.

VII. Legal rights

In addition to the rights from the guarantee, the customer is entitled to the legal rights to warranty and product liability. These rights, which may be more favourable for the customer, are not limited by the guarantee.

VIII: Place of performance, jurisdiction and applicable law

German law shall apply to this guarantee to the exclusion of the UN Convention on the International Sale of Goods (CISG) of 11 April 1980. The place of performance for the obligations under this guarantee is Hirschhorn (Neckar), Germany. Place of jurisdiction is Fürth (Odenwald), Germany, as far as permissible.