

Warranties/Liability Limitations

- 1.** The customer may choose between subsequent improvement and replacement of defective goods delivered. We are entitled to refuse the method of subsequent improvement if the costs are disproportionate to the value of the goods and an alternate method does not adversely affect the customer. For independent contractors we reserve the right to choose between subsequent improvement and replacement delivery if the goods are defective.
- 2.** If subsequent improvement fails, the customer can choose between a reduction in the purchase price, cancel the contract, or demand compensation in some other form. If the customer chooses compensation instead of performance then the liability limitations apply as outlined in numbers 5 and 6 that follow. Insignificant defects do not entitle the customer to withdraw from the contract.
- 3.** Independent contractors must inform us in writing concerning any obvious product defects within one week after receipt of the goods; otherwise warranty claims can no longer be asserted. Compliance with the deadline is determined by the post date of the correspondence. The independent contractor has the burden of proof for all claims asserted, in particular for the defect itself, for the time during which the defect was discovered, and for the punctuality of reporting the claim.
- 4.** Non-commercial customers are granted a 2 year warranty period starting with the delivery date. Independent contractors are granted a 1 year warranty period starting with the delivery date. Used goods have a warranty period of 1 year after delivery. The one year warranty period does not apply if negligence on our part can be proven or in such cases where injuries, health risks, or loss of life can be attributed to us. Our potential liability under the product liability law remains in effect.
- 5.** Our liability is limited to the predictable and contract typical average amount of damage associated with minor negligent breaches of duty. This also applies for insignificant breaches of duty by our legal representatives or our commercial assistants. We can not be held liable by independent contractors for minor negligence and insignificant breaches of contractual duty.
- 6.** The previously stated limitations of liability do not affect claims made by the customer based on product liability. The liability limitations concerning bodily harm, health risks, and loss of life by the customer non-attributable to us still apply.
- 7.** We are not responsible for the content of third-party websites accessed through links set by us. We do not endorse or adopt any content found on third-party websites. Should we become aware of such third-party web sites containing unlawful content we will immediately block access to these sites.

You can call us
Mon.–Thu. 8am–6pm,
Fri. 8am–4pm

E-mail: contact@design3000.de

Fax: +49 (0) 60 62 - 918 72 18

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.