

# WARRANTY CONDITIONS

of ErgoPack Deutschland GmbH

1) Warranty period

The warranty period is 12 months for single shift applications and starts as per invoice date from our factory in Lauingen (Donau).

For double or triple shift applications this period is reduced accordingly. The assertion of warranty claims after the expiration of the warranty period is excluded.

2) Warranty claims

Warranty claims have to be raised immediately after awareness in each case. Claims will only be accepted, if the parts to be repaired or replaced will be put at our disposal free of all expenses for us, along with a description of the malfunction or damage.

3) Liability

Any parts which are proved to be defective within the warranty period due to bad material or poor workmanship, will be repaired or replaced free of charge.

Replaced parts shall become our property but only have to be returned to ErgoPack upon our request.

Shipment charges are always for the customer's account. This applies for the return of defective parts to us as well as for the shipment of repaired parts back to the customer.

The shipment cost for the return of repaired parts to the customer will also be charged, if the repair itself was accomplished free of charge or on goodwill.

Repairs accomplished fully or in parts upon goodwill beyond the warranty period do not imply any acknowledgement of defect from our side neither can a legal claim be derived from it.

No new warranty period starts with the repair or replacement of parts or the entire tool.

The warranty period mentioned under item no. 1) will remain decisive.

4) Exclusions from the Warranty

Excluded from the warranty are defects which cannot be proved to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the installation- and operating instructions, excessive use, use of unsuitable production consumables, unsuitable operation materials, chemical or electrolytic influences, use of force as well as any other reasons which are beyond our control.

Particularly excluded are:

- Wear parts like ChainLance, reversing sledge, batteries, tension wheels, knives, dies/matrices.
- Defects, which only insignificantly influence the performance or value of the product.