

# General Warranty Conditions

As at: 16.02.2016

1. **Warranty claimant**
2. **Extent of warranty**
3. **Warranty period**
4. **Territorial scope of application of the warranty**
5. **Use of the warranty**
6. **Exclusion of the warranty**
7. **Operating errors**
8. **Supplementary regulations**

devolo AG (hereinafter called "devolo") shall furnish this warranty to the purchasers, who have bought devolo devices (hereinafter called "device(s)") from devolo or authorised devolo retailers, at its discretion in addition to the purchasers' statutory claims accruing from defect liability according to the following conditions:

## 1. **Warranty claimant**

The claimant from this warranty shall be the initial purchaser of the device. The warranty may not be transferred.

## 2. **Extent of warranty**

- a.) The warranty shall extend to the supplied device with all components. The warranty shall be furnished, at the discretion of devolo, by either replacing or repairing free of charge components which are proved to have become defective on account of manufacturing and/or material defects despite proper handling and compliance with the instructions. Alternatively, devolo shall reserve the right to exchange the defective device for a replacement device with the same functionality and the same performance characteristics. Manuals and any additionally supplied software shall not be covered by the warranty.
- b.) The costs for materials and working time shall be paid by devolo. However, devolo shall not pay the costs for shipment from the purchaser to the service workshop and/or to devolo.
- c.) Replaced components shall become the property of devolo.
- d.) devolo shall be entitled to make technical modifications (e.g. firmware updates) over and beyond repairs and replacement in order to adapt the device to the latest state of the art. The purchaser shall not incur any additional costs in this respect. The purchaser shall have no legal claim in this case.

## 3. **Warranty period**

- a.) The warranty period for all devolo products shall be 3 years.
- b.) The warranty period shall commence on the date when the device is supplied by devolo or the authorised devolo retailer.

- c.) Warranty services supplied by devolo shall lead neither to an extension of the warranty period, nor shall they start a new warranty period. The warranty period for installed spare parts shall end at the same time as the warranty period for the complete device.

#### **4. Territorial scope of application of the warranty**

The warranty shall apply to devices which were sold by devolo or authorised devolo retailers to the purchaser within the European Economic Union and Switzerland.

#### **5. Use of the warranty**

- a.) If the device proves to be defective within the warranty period, warranty claims shall be asserted immediately in writing but at the latest within seven days.
- b.) Prior to shipment back to devolo, the purchaser shall pack the device in a safe manner for transportation; the original sales packaging shall not normally be sufficient in this case.
- c.) The device shall be shipped to devolo and then back to the purchaser at the latter's risk and expense. If the device is damaged on the way back from devolo to the purchaser and this damage is externally visible, the commissioned transport company and devolo shall be notified immediately. Damage that is not externally visible shall be notified immediately, but at the latest within seven days after delivery, in writing to the transport company and devolo.
- d.) Warranty claims shall only be considered if a copy of the original invoice is enclosed with the device. In individual cases devolo shall reserve the right to request that the original invoice be submitted.

#### **6. Exclusion of the warranty**

In particular, every warranty claim shall be excluded

- a.) if the sticker showing the serial number of the device has been removed,
- b.) if the device was damaged or destroyed by force majeure or environmental influences (moisture, electric shock, dust, etc.),
- c.) if the device was stored or operated under conditions outside the scope of the technical specifications,
- d.) if the damage occurred due to improper handling, especially non-observance of the system description and the operating instructions,
- e.) if the device was opened, repaired or modified by persons who were not commissioned by devolo to perform such tasks,
- f.) if the device is damaged mechanically in any way,
- g.) if the warranty claim was not reported in accordance with the provisions of § 3a) or 3b).

#### **7. Operating errors**

If it is revealed that the reported malfunction of the device was caused by defective external hardware, external software, installation or operation, devolo shall reserve the right to charge the purchaser for the incurred test expenses.

## **8. Supplementary regulations**

- a.) This warranty shall not cover any further claims, especially those for compensation (reimbursement of lost profit, indirect or subsequent damage, etc.), withdrawal from the contract or a reduction in the purchase price. Statutory claims, e.g. in the case of physical injury or damage to privately used items according to the Product Liability Act or in cases of intent or gross negligence) shall not be affected.
- b.) The warranty shall be granted solely to the initial purchaser and may not be transferred.
- c.) If the purchaser is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special public asset, the sole – and also international – place of jurisdiction for all disputes arising directly or indirectly from the contract shall be Aachen. However, devolo shall also be entitled to take legal action at the general place of jurisdiction of the purchaser.
- d.) German law shall apply. The UN Convention on the International Sale of Goods shall not apply to the business relationship between devolo and the purchaser.

**This warranty shall not affect the seller's obligations from the purchase contract with the purchaser. It shall not in any way restrict the respective statutory defect liability claims which accrue to the purchaser from the purchase contract with the seller.**