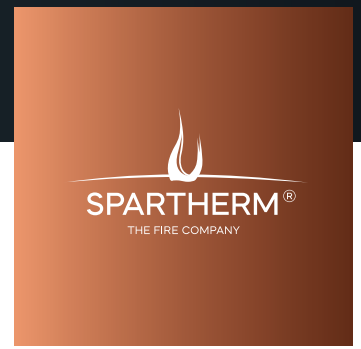


# GENERAL WARRANTY TERMS



## 1. GENERAL INFORMATION

Spartherm Feuerungstechnik GmbH/the “manufacturer” grants its end customers/the consumers and its dealers and intermediaries a time-limited durability warranty for its products in accordance with the following terms and to the following extent. The granted manufacturer warranty applies without prejudice to obligatory legal warranty regulations, e.g. based on the German Product Liability Act, in cases of intent and gross negligence, due to injury to life, body or health by Spartherm Feuerungstechnik GmbH or its vicarious agents. It applies in addition to the legal warranty that the consumer is entitled to from the seller. A consumer within the meaning of this manufacturer warranty is any natural person who is the owner of the product and did not acquire it to sell it on or to install it in a third party's property in the context of their commercial or independent professional activity. The initial consumer is the consumer who first acquired the product from Spartherm Feuerungstechnik GmbH, a dealer or another natural person or legal entity who resells or installs the product in the context of their commercial or independent professional activity. The products of Spartherm Feuerungstechnik GmbH are quality products manufactured according to the state of the art. The materials in use were carefully selected and, like the production process, are subject to constant monitoring. Special expertise is required to install or integrate these products. For this reason our products may only be installed and commissioned by specialised companies taking the valid legal regulations into account.

## 2. WARRANTY PERIOD/EXTENT OF THE WARRANTY

The warranty terms apply exclusively in the Federal Republic of Germany and the European Union. The warranty applies to products purchased on or after 01 June, 2021 (proof of purchase). Spartherm Feuerungstechnik GmbH guarantees that its products are free of material, production and design defects. Claims for reimbursement of consequential damage or claims arising from product liability will only be accepted to the extent required by legal regulations. Within this warranty, any defects that can be proven to be the result of a material defect or a manufacturing/design fault will be rectified.

A warranty period of 5 years from the date of purchase by the initial consumer, however no more than 6 years after production, applies to the following elements.

- Main body of fireplace inserts
- Main body of stoves
- Main body of fireplace cassettes
- Main body of stove doors

A **24-month warranty period** from the date of purchase by the initial consumer applies to the following elements:

- Slide-up mechanism
- Operating elements such as handles, adjustment levers, buffers
- Electronic components such as fans, speed controllers, original spare parts
- All purchased parts and safety equipment

Spartherm Feuerungstechnik GmbH **grants a 6 month warranty** from the date of purchase by the initial consumer for

- wear parts in the fire area such as fireclay, vermiculite, fire gratings, seals and ceramic glass.

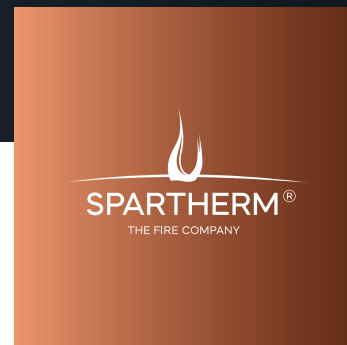
By default the warranty period is not extended by services provided in the context of this warranty, unless a product is replaced completely.

## 3. WARRANTY EXCLUSION

The warranty does not cover the following in particular:

- Product wear
- The fireclay/vermiculite:  
These are natural products that are subject to expansion and shrinking during each heating process. This may lead to cracks. As long as the linings remain in the same position in the combustion chamber and do not break, they are fully functional.
- The surfaces:  
Discolouration of the lacquer or the galvanic surfaces as a result of thermal load or overloading.
- The slide-up mechanism:  
Non-adherence to installation regulations and the resulting overheating of pulleys, tracks and bearings.
- The seals:  
Reduction of tightness caused by thermal load and hardening.
- The glass panes:  
Soiling by soot or burned-in residue of burned materials or any other changes in colour or appearance due to thermal load.

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## ■ Generally excluded:

- Incorrect transport and/or incorrect storage.
- Improper handling of fragile components such as glass or ceramics.
- Improper handling and/or improper use
- Lack of maintenance
- Incorrect installation or connection of the unit
- Non-adherence to the assembly and operating manual
- Technical changes to the unit by persons who are not part of the company

## The warranty also does not cover:

- System components not supplied by the manufacturer
- Products in which accessories not approved by the manufacturer were installed
- Products that have properties that indicate improper repair work or other interventions

## 4. WARRANTY PREREQUISITES

The warranty declaration is subject to the consumer/retailer declaring their acceptance of this warranty declaration to Spartherm Feuerungstechnik GmbH in writing.

### This is done by:

- Presenting the original proof of purchase showing the Spartherm product covered by the warranty
- Written notification of defect/presenting the product and proof that the functional defect occurred within the warranty period to Spartherm Feuerungstechnik GmbH. This proof can, in particular, be submitted by presenting the proof of purchase.

The validity of this warranty is subject to proper installation and maintenance in accordance with the operating manual and generally accepted codes of practice, e.g. by a specialised company or authorised experts, and adherence to the operating manuals and use of Spartherm products in line with the technical instructions and servicing instructions issued by Spartherm Feuerungstechnik GmbH.

If any spare parts are used, only the parts produced or recommended by Spartherm may be used.

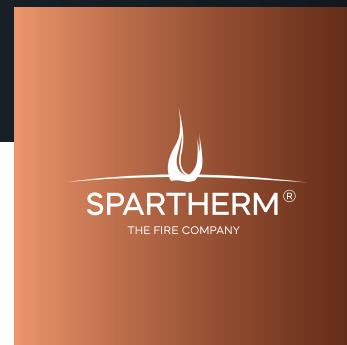
## 5. THIS WARRANTY SHALL BECOME NULL AND VOID IN THE EVENT OF:

- Installation, maintenance, repair and servicing of the products by non-experts
- Product damage caused by the seller, fitter or third parties
- Damage resulting from normal wear or intentional damage
- In the event of damage caused by negligence, contributory negligence shall be taken into account by mutual agreement
- Improper installation or commissioning
- Lack of or faulty maintenance
- Products being used in an unintended manner
- Damage caused by force majeure or natural disasters, including but not limited to floods, fires or frost damage
- Use of spare parts not manufactured or recommended by Spartherm Feuerungstechnik GmbH

## 6. PERFORMANCE IN THE EVENT OF WARRANTY CLAIMS

Spartherm Feuerungstechnik GmbH has the right to either repair the faulty product, replace it or refund the purchase price to the initial consumer/the dealer, with repair being given priority. In general, the consumer will have the faulty product repaired/replaced by a specialised tradesperson on site with prior authorisation by Spartherm Feuerungstechnik GmbH. In this case the warranty covers free delivery of the required parts. If Spartherm Feuerungstechnik GmbH agrees in writing to perform the repair work, etc. themselves, Spartherm shall bear the cost of spare parts, installation and its own labour cost as well as any expenses for transport or shipping the product. The consumer must make the product accessible. In the case of replacement, the old product will be replaced with a new product of the same model, same quality and same type free of charge. If the affected product is no longer being produced at the time of notification of defect/fault, Spartherm Feuerungstechnik GmbH has the right to supply a similar product. Transport and shipping to and from Spartherm Feuerungstechnik GmbH or the respective dealer, any disassembly or reinstallation of the product or any other special measure may only be performed with prior approval by Spartherm Feuerungstechnik GmbH. If Spartherm Feuerungstechnik GmbH approves the justified measure, Spartherm Feuerungstechnik GmbH shall pay all costs incurred by performing the measure. If it is determined that a product fault is not covered by the warranty, the costs incurred by shipping and transport of the product shall be borne by the consumer/dealer themselves. In addition, the consumer shall bear the cost, including any labour cost, incurred by inspection of the product and the cost of disassembly and reinstallation of the product, if applicable. If the consumer is informed about the inapplicability of the warranty and the expected cost of repairs and agrees to have the repair work performed, the consumer must also bear the cost of spare parts and the labour cost.

# GENERAL WARRANTY TERMS



## 7. INFORMATION REGARDING THE WARRANTY DECLARATION § 477 BGB (GERMAN CIVIL CODE)

Fully independent of this manufacturer's warranty and of whether or not the specified warranty is utilised in a warranty case, the legal warranty rights of the consumer from the respective seller apply without restriction. The consumer is therefore entitled to claim the legally regulated buyer's rights due to defects of the purchased goods at their own discretion, in addition to and even without asserting a warranty claim under the manufacturer's warranty. These include in particular supplementary performance, withdrawal, reduction of the purchase price or damages (see § 437 BGB - German Civil Code). The consumer is also entitled to assert the corresponding separate period of limitations in § 438 BGB. The warranty applies without prejudice to mandatory legal liability regulations.

## 8. LIABILITY

The warranty declaration does not grant any reimbursement of consequential damage or any other claims for damages. Mandatory legal regulations according to which the manufacturer is liable beyond this voluntary warranty declaration are exempt from these restrictions. The above does not apply to any warranty claims based on legal regulations, where these apply in individual cases.

## 9. PERIOD OF LIMITATION

Warranty claims must be asserted without delay, however no later than 2 months after detecting a fault. After this period, warranty claims will no longer be accepted. Any rights based on this warranty declaration shall lapse at the end of 6 months from the end of the warranty period.

Last updated: February 2022