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KARCHER CLEANING SYSTEMS PVT LTD

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ANNEXURE

KCS-SR-01

TITLE:

ANNEXURE 4: KARCHER WARRANTY CONDITIONS

REV. NO: 01

1.0 Content and Scope of the Warranty

- 1.1. This warranty shall not affect those rights vis-à-vis the seller, secured by law and by contract, which belong to the Customer in his identity as consumer and purchaser.
- 1.2. Any faults of material or manufacture which emerge within the warranty period shall (except in cases of the sort specified under No. 4 below) be eliminated or corrected by the Karcher Customer Service Department, or by an authorized Service partner of Karcher, free of charge – either by repair or by replacement of the machine/parts of the machine in question, whichever Karcher shall judge to be appropriate.
- 1.3. Any machines or components of machines which are replaced by new ones shall become the property of Karcher.
- 1.4. The present warranty comprises no right to claims for damages against Karcher which extend beyond the rights specified therein.
- 1.5. The present warranty constitutes no basis for a right of rescission from the purchasing agreement/Sales contract or for a reduction of the purchase price.
- 1.6. All payments, Services, and other benefits which the purchaser shall have received from the seller as a consequence of the latter's liability under the product guarantee shall be imputed to the warranty.

2.0 Term and Period of Warranty

- 2.1. The period of warranty shall begin with the date of sale.
- 2.2. Term of warranty:
 - Professional products: 12 months
 - Home & Garden products: 12 months
 - Repairs: no warranty granted
 - Second-hand machines: no warranty granted
- 2.3. Neither the delivery of new machines or parts of machines, in fulfillment of warranty commitments, nor improvements to machines made free of charge during the warranty period, shall have as a consequence an extension of the original warranty period nor a recommencement of said warranty period from time of said delivery/improvement.

Example: A customer buys a new machine and the motor fails. He agrees to buy another motor and this motor also fails in short time. Companies give 3 months warranty on new motors.

3.0 Necessary Preconditions for Claims Made Under Warranty

- 3.1. Presentation of invoice/Invoice copy
- 3.2. Notification of any claims to be made under warranty must be sent to the Customer Service Dept. (see No. 6 below) in writing, within the warranty period, and immediately upon the Customer's discovery of the fault or defect in question.

4.0 Cases Not Covered by the Warranty

In cases where any of the following apply, or where signs are detectable on the machine that one or more of the following might have been the case, no rights or claims exist under the present warranty:

- 4.1. The use of the machine for a purpose contrary to its intended purpose.
- 4.2. Improper operation of the machine.
- 4.3. The setting-up of the machine in an improper position or its installation by an unauthorized third party.



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- 4.4. External influences exerted on the machine, such as vandalism, natural catastrophes, environmental influences, fire, weather-related influences, or other natural phenomena.
- 4.5. Contact with materials against which the machine is not resistant.
- 4.6. The use on the machine of attachments not manufactured by Karcher or previously authorized by Karcher, and/or the installation of spare parts not manufactured or authorized by Karcher.
- 4.7. Insufficient maintenance.
- 4.8. Wear and tear on components and attachments – e.g. on seals, gaskets, the pump set, batteries etc. – not exceeding that which is usual in machines in regular operation.
- 4.9. The carrying-out of installation, repair, or reconstruction work on the machine in question by a third party not authorized for such work by Karcher.
- 4.10. The use in the machine of fuels and/or detergents/cleaning agents which have not been approved for use in same by Karcher.

5.0 Transfer of Warranty Rights and Period of Limitation There on

- 5.1. If a Karcher machine to which there still attaches a warranty is sold, the warranty rights in question, in the form in which they exist (as per No. 2 of the Karcher Warranty Conditions) at the point in time of the sale, shall pass over, along with the right of property in the machine, to the new owner thereof.
- 5.2. Claims under the present warranty in respect of a fault or defect discovered during the warranty period may only be asserted up to, and not after, the point in time when the warranty period ends.