



## GUARANTEE TERMS OF K2 SYSTEMS GMBH

### §1 Basic Guarantee

K2 Systems GmbH guarantees for its components (all steel, aluminium and stainless steel parts), that under normal application, installation, operation und maintenance conditions they are free from material and manufacturing failures for a period of twelve (12) years. In the case that the quality of a component does not meet the stated guarantee conditions K2 Systems GmbH will within the period of twelve (12) years from date of sale by K2 Systems GmbH of their own choice either repair the product or deliver a replacement. Repair and replacement delivery are the only and exclusive options this guarantee provides for and are confined to the specified duration of twelve (12) years.

Costs for the dismantling of a defective component, return transport to K2 Systems GmbH or the authorised Seller as well as reassembly are excluded from this guarantee. Statutory warranty rights of the buyer remain unaffected.

### §2 Exclusion from guarantee benefits

The existing guarantee does not apply in the event of K2 Systems GmbH, after their own tests, establishing that a mounting system was incorrectly operated or negligently used, involved in an accident or damaged as a result of improper use, modification, incorrect installation or application, or as a result of carelessness in storage, transport or handling, or where repairs to the component were undertaken in any way or manner by persons other than K2 Systems GmbH or specifically authorized third parties of K2 Systems GmbH.

### This guarantee will not be applicable to defects of components

- due to forces of nature, force majeure and other unforeseeable circumstances outside the control of K2 Systems GmbH, as well as, for example, earthquakes, typhoons, whirlwinds, volcanic eruptions, floods, lightning strikes, snow damage, nuclear events etc.
- due to improper maintenance and inappropriate tests, flying objects or external loads.
- with loads that are higher than the named design load in Eurocode EC 1, Código Técnico – Part 1 (for Spain) and DIN 1055 (for Germany).

### §3 Limits of the Guarantee

The present guarantee replaces any previously given guarantees. K2 Systems GmbH are not liable for additional, secondary or other, however caused, damage.

### §4 Claims on the Guarantee

In the case that you have a justified guarantee claim, please promptly notify the authorised seller or K2 Systems GmbH. You will then be given information on how you can enter a claim.

In addition our general terms and conditions as well as German law apply.

Stand 04/11

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