

Manufacturer Warranty

As at: January 2015
Valid from 1 January 2015



The SCHELL Manufacturer Warranty

SHELL provides this manufacturer warranty to consumers for SHELL products, in addition to the statutory warranty to which consumers are entitled from their vendor. It shall apply without prejudice to mandatory statutory liability provisions, such as under the German Product Liability Act, in cases of intent and gross negligence, due to injury to life, body or health by SHELL or its vicarious agents.

For the purposes of this manufacturer warranty, "consumer" means any natural person who is the owner of the product on the basis of a contract of sale or a contract for work and services and who has not acquired the product with a view to reselling it to or installing it with third parties in the course of his or her commercial or independent professional activity. "First customer" means the consumer who first acquired the product from SHELL, a dealer or any other natural or legal person who resells or installs the product in the course of their commercial or independent professional activity.

Warranty Services

SHELL warrants to consumers in accordance with the following provisions that products marketed by SHELL under the SHELL brand name after 1 January 2015 shall be free from defects in material, workmanship or design for a period of five years from the date of acquisition of ownership by the consumer as the first customer, but for a maximum period of seven years from the date of manufacture of such products. The assessment of whether a product is defective is based on the generally acknowledged standards of technology at the time the product was manufactured.

SHELL shall decide whether the product shall be repaired or replaced, or to refund the consumer the purchase price.

The repair or replacement with a new product shall be carried out at SHELL's discretion by a qualified specialist. The service under this warranty consists of the free delivery or repair of a new product of the same kind, quality and/or type. If the defective product is no longer manufactured at the time of the warranty claim, SHELL shall be entitled to deliver an equivalent product. After replacement, the defective products shall become the property of SHELL. The costs for any posting and return delivery of the product shall be borne by SHELL.

Other claims of the consumer against SHELL, in particular claims for damages that may have been caused by the defective SHELL product, are not covered by this manufacturer warranty.

Warranty Period

The SHELL manufacturer warranty is valid for a period of five years from the date of the consumer's acquisition of ownership of the product as the first customer.

The consumer must verify that the warranty period has not yet expired.

The warranty period shall not be extended by repair measures authorised by SHELL or by the replacement of the product or individual parts, nor shall it begin anew. This shall also apply if these warranty conditions are enclosed with the new product.

Warranty Conditions

The prerequisite for the warranty claim is the presentation of the original invoice with date – for a purchase contract – of the transfer and/or – for a contract for works and services – of the installation of the product, which must clearly show the name and address of the vendor and the place of purchase or work (installation). Claims under this warranty shall continue to apply only if the product has been properly installed, fitted and operated. The installation and operating manual issued by SHELL must be observed. A further prerequisite is that the installation is carried out in accordance with the relevant applicable statutory provisions (Section 12(4) of the German Ordinance on General Conditions for the Supply of Water (AVB-WasserV) and Section 17(1) of the German Drinking Water Ordinance (TrinkwV). Furthermore, when the product is installed, the general installation conditions, the technical product information and the technical data sheets provided by SHELL are to be observed as well as the generally acknowledged standards of technology.

In order to make use of the SHELL manufacturer warranty, the product must also be properly cleaned and maintained according to the SHELL care instructions and operated in accordance with the operating manual.

The technical product information, technical data sheets, as well as the SHELL care instructions are included in the sales packaging or are available for download on the SHELL website at www.schell.eu.

The end customer may only make use of warranty services if a fault is reported before claiming warranty services, provided that such reporting is not unreasonable in individual cases. The first contact person for the report within the framework of the SHELL manufacturer warranty is usually the specialist from whom the end customer procured the product, otherwise, one

of the customer service points authorised by SCHELL, or SCHELL itself.

The report must be made within a reasonable period after discovering the fault, but in any case before the warranty period expires.

Exclusion of Warranty

Any claim under the warranty shall be excluded in particular

- if the installation, care, maintenance or repair of the product has not been professionally carried out;
- if normal wear and tear of the products can be ascertained;
- if the fault is due to operating errors or incorrect handling of the product;
- if the fault occurs due to no or incorrect maintenance;
- If spare parts other than original parts from SCHELL have been used for a repair or maintenance of the product;
- if the fault has been caused by the transportation, installation or test operation of the product;
- if damage is caused by force majeure or natural catastrophes, in particular flooding or fires;
- if the surface has been scratched;
- if the product is an exhibition or display product;
- if consumable material (such as filter, aerator or batteries) or expendable material (such as seals or hoses) is affected;
- if the fault has been caused by fragile parts breaking (for example, glass or bulbs);
- if the fault occurs due to aggressive environmental influences (such as chemicals or cleaning agents), lime deposits, dirt ingress or malfunctions due to ice and/or lime;
- if the fault is caused by ambient situations (for example, overpressure or vacuum on the line, overvoltage or undervoltage in the line);
- if there are minor deviations which have no influence on the utility value of the product;
- if the fault is due to intentional or negligent damage to the product by the consumer or a third party, or
- if the installation site is in countries where the SCHELL Group does not have its own sales company or sales partner.

SCHELL will check each individual case to see whether the conditions of the warranty and any reasons for exclusion apply. If warranty claims are asserted and it is established during the inspection of the product by SCHELL that there was no fault or that the warranty claim does not apply for one of the above reasons, SCHELL shall be entitled to charge a service fee of [EUR 10 plus VAT]. If the customer proves that under the circumstances he or she was unable to establish that the warranty claim did not exist, the service fee shall not apply.

Statutory Rights

The statutory rights to which the consumer is entitled in the event of a defective and/or faulty SCHELL product in addition to the rights under this warranty (e.g. rights under warranty in accordance with Section 437 of the German Civil Code (BGB) – subsequent performance, reduction, withdrawal and/or compensation, claims under the Product Liability Act and/or tort as set out by Sections 823 ff BGB, etc.) are not limited by this warranty. This warranty also does not affect any rights and claims the consumer may have against the vendor and/or contractor from whom the first customer procured the product.

Final Provisions

This warranty is valid to the extent and under the prerequisites stated above.

This warranty is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11/04/1980.

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