

Stolzenberg Warranty Policy

Guarantees

1. The Stolzenberg company guarantees the absence of defects of the delivered products during a guarantee period of twelve months. This short limitation period shall not apply to situations where Stolzenberg be deemed to have acted wilfully or with gross negligence, where product liability claims are concerned, or imputed injuries to human life or limb or health have occurred. Liability for normal wear and damages due to inappropriate or improper use is excluded.
2. For defects of the goods, we initially fulfil our guarantee at our discretion through subsequent improvement or replacement delivery (subsequent fulfilment).
3. Should the subsequent fulfilment fail, then the purchaser can at his/her discretion demand reduction of the remuneration (depreciation) or cancellation of the contract (withdrawal). If such however relates to a negligible contract violation, in particular to a negligible defect, then the purchaser is not entitled to any right of withdrawal.
4. Obvious defects of the goods are to be reported in writing without delay and not later than one week after receipt. Should such notification fail to ensue, then the assertion of guarantee claims is excluded. Punctual shipment is sufficient for deadline compliance. The purchaser is to produce complete evidence in regard to all claim requirements, in particular as relates to the defect(s) itself/themselves, for the point in time of the determination of the defect as well as for the punctuality of the defect complaint.
5. In the event that the purchaser chooses to withdraw from the contract due to legal or material damages following failed subsequent fulfilment, he/she is not entitled to additional damage compensation claims on the grounds of such defect. Should the purchaser choose damages compensation following failed subsequent fulfilment, then the delivered goods remain with the purchaser as far as this is reasonable. Damage compensation in such case is limited to the difference between the purchase price and the value of the defective object. In particular, damage compensation claims due to lost profit as well as consequential damages are excluded. This does not apply if the contract violation is based on premeditation or gross fault of the Stolzenberg company or physical and health damages or death have occurred.
6. Should company, operational or maintenance instructions fail to be followed, alterations conducted on the products, parts exchanged or incidentals be used which do not correspond to the original specifications, then all guarantees are cancelled if the purchaser does not disprove a substantiated assertion that the defect first appeared due to these circumstances.
7. In the event that the purchaser receives a defective set of assembly instructions, we are solely obligated to the delivery of a defect-free set of assembly instructions. This obligation also only exists if the defect in the assembly instructions prevents proper assembly.