

## Terms and Conditions about the Extension of Warranty

§ 1. This Terms and Conditions shall regulate the Extension of Warranty of the induction FAG heating devices HEATER conclusively.

### § 2. Warranty for the first two years after delivery

The warranty for the first two years after delivery shall be granted according to the statutory provisions of the Federal Republic of Germany. The Stipulations of the UN- Convention of International Sales of Goods (CISG) are hereby excluded. However we reserve the Right to choose at our own discretion the means of supplementary performance (repair or replacement). The right of recession or price reduction in case a supplementary performance fails according to german law shall not be limited by this provision.

### § 3. Extended Warranty for the third year

(1) The Warranty for the third year after the delivery of the Products shall be limited to supplementary performance only (repair or replacement). We reserve the right to choose at our own discretion the means of supplementary performance in a warranty case.

(2) The temperature sensor of the Product including the cable is not subject to the extended warranty of this section.

(3) Recession, price reduction or compensation for damages are excluded as far as they concern the warranty. Liability according to the Act on Torts or the Product Liability Act shall remain.

(4) The extended Warranty on the third year shall only be granted to first time buyers. First – time buyers shall mean Buyers, that buy new Products directly from us or our retailers.

(5) A transfer of this extended warranty for the third year shall be prohibited.

### § 4. Extended Warranty through Registration

(1) In the case that a Registration according to § 5 of this Terms and Conditions takes place the warranty shall be extended for an additional period of 2 years to a total of 5 years after the Delivery of the Product.

(2) The temperature sensor of the Product including the cable shall be excluded from this Extended Warranty through Registration.

(3) The extended Warranty Rights through Registration shall be limited to repair or replacement. We reserve the right to choose at our own discretion between those two means of supplementary performance.

(4) The extended Warranty through Registration shall be granted only to first time buyers. First time buyers shall mean Buyers, that buy new Products directly from us or our retailers.

(5) A transfer of this extended warranty through registration shall be prohibited.

## § 5. Registration and Data Protection

(1) The Registration shall be made through Letter, Fax, E-mail or our Homepage [www.fis-services.com](http://www.fis-services.com).

(2) The Registration Sheet, included in the package of the Product, shall be filled out completely. However for the Extension of Warranty according to § 4 only the marked minimum data must be filled out.

(3) Please note that personal data will be saved with due regard to the applicable statutory stipulations. Personal data shall be processed in matters related to business transactions.

## § 6. Miscellaneous

(1) In the event that any provision of this General Terms and Conditions for the Extension of Warranty is or becomes ineffective in part or in whole or is or becomes impracticable, or if the Terms and Conditions should contain an omission, the validity of the remaining provisions shall not be affected thereby. Instead of the impracticable or ineffective provision or in order to cover any omission a suitable provision shall come into force with, as far as legally possible, most closely reflects the purpose and intent of this Terms and Conditions.

(2) The place of jurisdiction for all disputes arising from this contract shall be Nuremberg, Germany. However if there is another exclusive place of jurisdiction, the provision above shall not apply.