



Warranty all-inclusive Terms and Conditions for Warranty and additional Service of Festool GmbH

as of: 2021/05/01

Congratulations on purchasing your new Festool Machine. Since April 2nd 2013, by registering your new Festool Machine online for Warranty all-inclusive you receive a free cost protection warranty for 36 months. This is valid from the purchase date and you will benefit from additional services. By registering your Festool Machine online, you agree with the following terms and conditions of warranty.

1 General Terms and Conditions and Registration

1.1 Unless otherwise expressly regulated below under section 1.7 and Point 3.1, Festool GmbH (hereinafter referred to as "Festool") shall, in the case of successful registration for all new Festool electrical and compressed air tools (hereinafter referred to as "Machine"), offer a cost-protection warranty and additional services based on these terms and conditions, provided that you are an end customer, whether a natural or legal person, who resides or has headquarters in Great Britain. Festool will not assume any warranty or additional services to Festool dealers, machine hiring companies and resellers. These terms and conditions shall also apply for LI-Ion battery packs and battery chargers that you have purchased on or after 1st January 2015 (hereinafter also referred to as "Machine"), assuming that the following provisions do not provide a deviation from this

1.1.1. The present Terms and Conditions shall also apply for power tools of the brand Protool (hereinafter also referred to as "Machine").

1.1.2. These terms and conditions shall also apply for LI-Ion battery packs and battery chargers that you have purchased on or after 1st January 2015 (hereinafter also referred to as "Machine"), assuming that the following provisions do not provide a deviation from this.

1.2 Registration requirements include:

- Purchase made from an authorised Festool dealer and
- Online registration in MyFestool at www.festool.co.uk/myfestool within 30 days from the date of the original invoice
- Upload of an invoice or delivery bill to check the purchase date

1.3 After successful registration, you will receive a link to your warranty certificate by email. This only refers to the registered Machine.

1.4 With these Warranty all-inclusive Terms and Conditions, Festool grants you additional rights exceeding standard contractual and statutory warranty claims. The Warranty all-inclusive Terms and Conditions do not waive, restrict or otherwise change existing contractual or statutory warranty rights.

1.5 The provision of warranty or additional services neither extends the warranty period nor renews the warranty period. The same applies for the statute of limitations of contractual or statutory warranty rights.

1.6 If you revoke or reverse the purchase of the registered Machine, whether as a result of contract cancellation, revocation, rescission or withdrawal, the warranty of the Machine concerned is voided.

- 1.7 For LI-Ion battery packs and/or battery chargers that you purchased on or after January 1st, 2015, the special registration that is described in section 1.1 shall not be required. However, instead of registering, the prerequisite for enforcing the Warranty all-inclusive Terms and Conditions shall be that you retain the original proof of purchase in accordance with Point 2.5. All other general terms and conditions shall continue to apply.

2 Terms and Conditions of the 36 months full repair free of charge

- 2.1 The warranty period amounts to 36 months and starts from the date of the original invoice.
- 2.2 If a warranty claim is addressed within the warranty period, Festool warrants either the free replacement of faulty parts or free replacement of the Machine (cost protection warranty) at the discretion of Festool. Further claims are excluded in this respect.
- 2.3 Warranty claims are valid if:
- the delivered Machine is proven to have material or manufacturing defects.
 - wear parts (in particular carbon brushes, ball bearings, rubber sleeves, battery packs, sealing rings and switches) are proven to be damaged as a result of natural wear from normal use of the Machine. A complete list of the parts covered by the warranty can be found in the spare parts catalogue at www.festool.co.uk/ekat.
- 2.4 Warranty claims are in particular not valid
- in the event of damage to consumables and accessories, especially in the case of sanding discs, sanding pads, plug-it cables, saw blades, routers, stirring rods, blades, cutting equipment and drilling tools.
 - if instructions in the operating manual or other documents accompanying individual Machines relating to the connection, installation, commissioning, operation, use and maintenance of Machines are ignored.
 - if the Machines are used improperly or damaged externally (in particular as a result of falls or impacts).
 - if Machine defects occur as a result of the use of non-original accessories or spare parts.
 - if Machines are modified, dismantled or components are added.
 - if Machines are used for continuous work in industrial applications resulting in extensive wear or are used persistently for applications that place an above-average load on the Machine.
 - for angle grinders of the AGP product family (of the brand Protool).
- 2.5 Scope and assertion of warranty claims

Warranty claims must be asserted in writing to Festool immediately after the defect is identified and within the warranty period. The Machine concerned must be returned to the seller or sent to one of the customer service centers listed at www.festool.co.uk together with all accessories and the original invoice showing the purchase date and the product name.

2.6 Inspection and notification obligations of enterprises

If you purchased the Machine as a merchant, your claims presuppose that you must check the Machines immediately after receipt and notify Festool of obvious defects immediately or within two weeks of receiving delivery of the Machine at the latest and report hidden defects as soon as they are discovered.

You are a merchant if you exercise commercial or independent professional activities on conclusion of the agreement. This applies for natural persons, legal entities and partnerships having legal capacity.

3 Additional Festool Service

3.1 36 months replacement in the event of theft

3.1.1. In the event of a theft, we will supply you with a new Machine (only basic Machine without accessories, not set variant) to replace your stolen Machine without additional insurance costs, subject to payment of a £110 net (excl. VAT) excess fee. For products of the product category Power Station, a different deductible of £880 net (excl. VAT) applies. Festool provides this service for all successfully registered Festool Machines for 36 months from the date of the original invoice.

The replacement machine cannot be registered for the warranty again. The replacement machine qualifies for the services from the warranty all-inclusive package for the warranty period remaining on the stolen machine (calculated according to the proviso under section 2.1 minus the period that has already elapsed). However, the replacement machine is not protected against theft. Your statutory warranty rights for the replacement machine remain unaffected.

3.1.2. To use this service, the theft must be reported immediately to the relevant police authorities. Notice of the theft must be made to a Festool dealer within 5 days together with your crime reference number. The Festool dealer will submit the documents to Festool or Festool UK Ltd for examination.

3.1.3. After the document is checked, Festool or Festool UK Ltd will inform you of the status of your claim and following approval by Festool, the new Machine will be dispatched to you on payment of the above-mentioned excess fee.

3.2 10-year spare part availability (original parts replaced)

We warrant that spare parts will be available for a minimum of 10 years after a product is discontinued. If Festool is unable to keep its promise, you will receive a comparable new Machine from the current product range free of charge as a replacement in exchange for your old Machine.

4 Final provisions

4.1 Data protection

The personal data which we have received through the registration of your Machine for Festool's warranty all-inclusive (incl. invoice-upload) (e.g. first and last name, address) are stored, processed or used exclusively for the handling of the associated services. The legal basis for this is Art. 6 para. 1 lit. b) GDPR. If and insofar as you delete your MyFestool account or a machine from your tool overview, we will continue to store your personal data required for the fulfilment of the contract until the warranty expires.

All data is used by Festool and Festool UK Ltd, TTS Tooltechnic Systems Ireland Ltd. In addition, we may transfer the data to TTS Tooltechnic Systems AG & Co. KG. The legal basis for this is our company interest, Art. 6 para. 1 lit. f) GDPR. The data will not be transferred to other third parties or otherwise used for advertising purposes. For further information on data protection, please see www.festool.co.uk/legal-information/data-protection.

4.2 Changes to customer contact details

If any of your contact details change, Festool asks you to change them immediately on your free MyFestool account at <http://www.festool.co.uk/myfestool>. Festool is not responsible for any additional costs resulting from obsolete customer data.

4.3 Change of Terms and Conditions

Festool reserves the right to cancel, supplement or change the warranty and services or these terms of warranty and service entirely or in part, giving reasonable notice, or without such notice if good cause is shown, while taking reasonable consideration of your interests.

4.4 Miscellaneous

4.4.1. The law of the Federal Republic of Germany applies, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4.4.2. Sole place of jurisdiction for all disagreements relating to the warranty is the headquarters of Festool GmbH.

4.4.3. If a clause in these terms is or becomes ineffective or invalid in part or in full or a regulatory gap is found, the effectiveness of the other terms remains unaffected. Instead of the ineffective or invalid clause, the relevant effective or valid clause that comes as close as possible to the sense and purpose of the invalid clause shall be considered agreed. In the event of a regulatory gap, the clause that corresponds to what would have been agreed shall be considered agreed.