

## "SERVICE all-inclusive" Terms and Conditions for Guarantee and additional Service of Festool GmbH

01/02/2017

Congratulations on purchasing your new Festool Machine. By registering your new Festool Machine after April 2, 2013 online for SERVICE all-inclusive you receive a free cost protection guarantee for 36 months from the purchase date and benefit from additional services. By registering your Festool Machine online, you agree with the following terms and conditions of service.

### I. General Terms and Conditions and Registration

1.1. Unless otherwise expressly regulated below under Point 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 guarantee 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 guarantee or additional services to partner 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.

1.2. Registration requirements include:

- Purchase made from an authorised Festool partner dealer and
- Online registration at [www.festool.co.uk/service](http://www.festool.co.uk/service) within 30 days from the date of the original invoice

1.3. After you have successfully registered your Machine, you will receive a service certificate (guarantee confirmation) in either electronic or written form. This certificate shall always only apply to the registered Machine.

1.4. With these terms of guarantee and service, Festool grants to you additional rights exceeding standard contractual and statutory warranty claims. The terms of guarantee and service do not waive, restrict or otherwise change existing contractual or statutory warranty rights.

1.5. The provision of guarantee 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 guarantee of the Machine concerned is voided.

1.7 For LI-Ion battery packs and/or battery chargers that you purchased on or after 1st January 2015, the special registration that is described in Point 1.1 shall not be required. However, instead of registering, the prerequisite for enforcing the service

and guarantee 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.

## **II. Terms and Conditions of the 36 months of free of charge repairs**

2.1. The guarantee period amounts to 36 months and starts from the date of the original invoice.

2.2. If a guarantee claim is addressed within the guarantee period, Festool guarantees 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. Stipulations in clause 1.4 above remain unaffected.

2.3. Guarantee 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 guarantee can be found in the spare parts catalogue at [www.festool.co.uk/service](http://www.festool.co.uk/service).

2.4. Guarantee claims are in particular not valid if:

- 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.
- 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.
- The Machines are used improperly or damaged externally (in particular as a result of falls or impacts).
- Machine defects occur as a result of the use of non-original accessories or spare parts.
- Machines are modified, dismantled or components are added.
- 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.

2.5. Scope and assertion of guarantee claims

Guarantee claims must be asserted in writing to Festool immediately after the defect is identified and within the guarantee period. The Machine concerned must be returned to the seller or sent to one of the customer service centres listed at [www.festool.co.uk/service](http://www.festool.co.uk/service) 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.

### **III. Additional Festool services:**

#### 3. 36 months theft protection

3.1. In the event of a theft, we will supply you with a new Machine to replace your stolen Machine without additional insurance costs, subject to payment of a £100 incl. VAT excess fee. 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 guarantee again. The replacement machine qualifies for the services from the SERVICE all-inclusive package for the guarantee period remaining on the stolen machine (calculated according to the proviso under point 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.

3.2. To use this service, the theft must be reported immediately to the relevant police authorities. Notice of the theft must be made to TTS GB Customer Service within 5 days together with your crime reference number.

3.3. After the document is checked, Festool will inform you of the status of your claim and following approval by Festool, the new Machine will be despatched to you on payment of the above mentioned excess fee.

#### 4. 15 days money back guarantee

4.1. You can return the registered, undamaged and shop-worn Machine to your Festool partner dealer in its original packaging together with all the accessories included in the delivery and on presentation of your service certificate within 15 days from the date of your original invoice. The dealer will then reimburse you with the purchase amount.

4.2. In justified cases where the Machine has been subject to above-average wear, the Festool partner dealer is entitled to refuse a reimbursement until the case has been reviewed and approved by Festool.

#### 5. 10 year spare part availability

We guarantee 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.

## IV. Final provisions

### 6. Data protection

We will only save, process and use the personal data provided to us when you registered your device for SERVICE all-inclusive in order to handle the services associated with this. This data will only be used by Festool and its affiliated companies [in particular, TTS Tooltechnic Systems AG & Co. KG and the companies named under <http://subsidiaries.festool.com>]. It will not be passed on to other companies or used otherwise for commercial purposes.

### 7. Changes to customer contact details

If any of your contact details change, Festool asks that you change them immediately on your free myFestool account at [www.festool.co.uk](http://www.festool.co.uk) or send us your new contact details using the contact form on our web page [www.festool.co.uk](http://www.festool.co.uk), by calling our service number +44 (0) 1284 760 791 or writing to TTS Tooltechnic Systems GB Ltd, Saxham Business Park Saxham Bury St Edmunds, Suffolk IP28 6RX, Great Britain. Festool is not responsible for any additional costs resulting from obsolete customer data.

### 8. Change of terms and conditions

Festool reserves the right to cancel, supplement or change the guarantee and services or these terms of guarantee 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.

### 9. Final Provisions

9.1. 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).

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

9.3. 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.