

General warranty terms and conditions

Version 1.0 from 31. December 2020

this document applies in addition to the general DELIVERY CONDITIONS of

Schaller Messtechnik GmbH

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humimeter.com

1. Validity

Unless expressly agreed otherwise, our General Terms and Conditions of Business communicated to the contractual partner and in addition the General Terms and Conditions of Warranty and Guarantee stated here shall apply in their latest valid version. Actions that we take which are part of our contractual duties do not count as an approval to contract conditions deviating from our conditions.

2. Manufacturer's warranty

2.1 Schaller Messtechnik GmbH grants their customers (hereinafter referred to as the Buyer), unless expressly agreed otherwise, a manufacturer's warranty for a period of 2 years (24 months) from the date of delivery, defined as follows:

2.2 The delivery item (hereinafter referred to as measuring device) is free of obvious or invisible defects at the time of delivery with regarding to materials used and the manufacture of the measuring device itself. The manufacturer's warranty refers to the replacement of defective mechanical or electronic components which affect the functionality and disable proper use of the meter for the specified period of 2 years (24 months).

2.3 From the manufacturer's warranty are expressly excluded: batteries, traces of usage on the measuring device, wear parts, wear and tear exceeding normal industry usage, glass breakage or wear and damage of the display as well as the display protection glass and the calibration of the device. Furthermore, damages caused by improper use as well as mechanical or electronic defects caused by the Buyer are excluded from the manufacturer's warranty. This includes particularly massive forces that lead to the deformation or destruction of components, whereby the functionality of the measuring device is no longer given, as well as damage caused by water (including condense water), overvoltage or other environmental influences (e.g., electrostatic voltage breakdowns caused by the Buyer) on electronic components of the measuring device. The proper use is described in the user manual included with the measuring device or publicly available online under www.humimeter.com. Any type of damages or changes on the sensor calibration, but particularly those caused by harmful media, such as solvents, acids, alcohols, and conservatives, are excluded from the manufacturer's warranty. The Buyer is responsible to obtain information about media compatibility before using the measuring device and, if necessary, to test it in consultation with Schaller Messtechnik GmbH.

2.4 Additionally, all Buyer-specific adaptations, special developments according to Buyer's specifications as well as components and/or materials provided by Buyer are expressly excluded from this manufacturer's warranty.

2.5 The transport/freight costs to the manufacturer (Schaller Messtechnik GmbH) due to a warranty claim or the return transport/freight costs to the claimant after the warranty service has been performed are excluded from this manufacturer's warranty and must be covered by the Buyer. The claimant is obliged to arrange the transport to the manufacturer. The Buyer may order Schaller Messtechnik GmbH to provide transportation. This service falls under the general delivery conditions of Schaller Messtechnik GmbH. The return transport will be handled by Schaller Messtechnik GmbH based on the general terms and conditions of delivery. The transport/freight costs must be covered by the claimant. All expenses connected with the repair (e.g., for installation and deinstallation, transport, travel, and transit time) shall be paid by the Buyer. For warranty work at the Buyer's location, the necessary auxiliaries, lifting equipment, scaffolding and small materials, etc. shall be provided free of charge. Replaced parts, if any, shall become the property of the Seller.

2.6 The warranty can only be provided by Schaller Messtechnik GmbH. The warranty seal on the measuring instrument must be undamaged and no repairs may have been attempted or carried out by unauthorised persons beforehand. Measuring instruments with a damaged or removed warranty seal are specifically excluded from the manufacturer's warranty. Any parts replaced during the warranty service become the property of Schaller Messtechnik GmbH.

2.7 Unless otherwise agreed in writing, the manufacturer's warranty is valid for the Buyer (claimant) of the measuring device, on submission of an original invoice issued by Schaller Messtechnik GmbH and in compliance within the specified maintenance and service intervals. These can be found in the user manual included with the measuring device or publicly available online under www.humimeter.com. This manufacturer's warranty cannot be passed to third parties and excludes new or used measuring devices not sold by Schaller Messtechnik GmbH without exception. The decision on a warranty claim lies exclusively within the responsibility of Schaller Messtechnik GmbH.

2.8 This manufacturer's warranty completes the statutory warranty clause for Buyers in the sense of the Consumer Protection Act as well as the contractually agreed warranty clause (explained below) for Buyers in terms of any kind of company, which differs in legal sense from a private person.

3. Warranty

3.1 The following warranty conditions are taken from the latest valid versions of the General delivery conditions of Schaller Messtechnik GmbH and serve as an amendment to this document and are specified for complementary reasons in their full extent.

- 3.2 The warranty period shall be 6 months unless other warranty conditions are expressly agreed for individual items. This shall also apply for delivery items and services which are firmly attached to a building or land.
- 3.3 Warranty claims shall only arise if the Buyer has notified us immediately and in writing of the occurred defects. Once informed in this way, the Seller must, in case of a warranty defect, either replace the defective goods or parts, repair them on site or have them returned to him for repair.
- 3.4 All expenses connected with the repair (e.g., for installation and deinstallation, transport, travel, and transit time) shall be paid by the Buyer. For warranty work at the Buyer's location, the necessary auxiliaries, lifting equipment, scaffolding and small materials, etc. shall be provided free of charge. Replaced parts, if any, shall become the property of the Seller.
- 3.5 If a product is manufactured by the Seller based on design details, drawings, models or other Buyer's specifications, the Seller's liability shall only extend to conditional performance. In case of selling used goods as well as in case of accepting repair orders, or in case of modifications or conversions, the Seller does not accept any liability.
- 3.6 The warranty does not cover defects resulting from installation and assembly not performed by the Seller, inadequate equipment, non-compliance with installation requirements and conditions of use, overloading of parts exceeding the performance specified by the Seller, negligent or incorrect handling.

4. Service and maintenance

- 4.1 The adjustment verification and its calibration intervals depend on the accuracy requirements in the application field and on the conditions of temperature and humidity range, in particular on the chemical exposure of relative humidity sensors.
- 4.2 Maintenance and service work may only be performed by employees of Schaller Messtechnik GmbH. If changes and/or damage of any kind are caused by third parties or the Buyer himself during service and maintenance work, this will lead to an exclusion of the given manufacturer's warranty.
- 4.3 The Update of the software supplied as an add-on / connected to the measuring instruments is guaranteed for a period of two years from the time of delivery by Schaller Messtechnik GmbH. For software packages older than two years from the time of delivery by Schaller Messtechnik GmbH, an Updating Duty ("Update Obligation") is explicitly excluded.

5. Repairs

Unless otherwise agreed in writing, all repairs of measuring instruments and related accessories are to be performed by Schaller Messtechnik GmbH and, as such, must also be performed entirely by Schaller Messtechnik GmbH employees. The manufacturer's warranty only applies to the services provided by Schaller Messtechnik GmbH and not to repairs performed by third parties or the Buyer himself.

The given manufacturer's warranty always refers to the measuring device as such and its functionality as well as its intended use and will not be changed within the granted period of 2 years (24 months) from the time of initial delivery by a repair or the replacement of a component and therefore will not be extended beyond the granted period.

6. Assertion of claims

- 6.1 The purchaser must notify Schaller Messtechnik GmbH in writing of any claim under the manufacturer's warranty within 2 years (24 months) from the date of initial delivery.
- 6.2 Recourse claims of the purchaser against Schaller Messtechnik GmbH based on the warranty of the purchaser vis-à-vis a third party, in particular its customers, through the resale and/or transfer of delivery items of Schaller Messtechnik GmbH (measuring devices and related accessories) are decidedly excluded.

7. Claims for damages

Claims for damages in the case of slight negligence are excluded. This does not apply to personal injury. The existence of serious negligence must be proven by the injured party. Claims for damages expire 3 years after delivery of the performance or services.

8. Product liability

Any recourse claims that contractual partners or third parties may have against this company based on "product liability" as defined by the Product Liability Law are excluded, unless the party entitled to recourse proves that the error was caused in our sphere and was at least grossly negligent.

9. Liability

We accept no liability for incorrect measurements and any resulting damages, nor for the suitability of the product for its intended use.

10. Choice of law

Austrian substantive law is applied. The use of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The language of the contract is German.

11. Jurisdiction

The contracting parties hereby agree that the respective competent court within the jurisdictional district of the company, shall have exclusive jurisdiction over any disputes arising from or in connection with the contract.

12. Final clauses

- 12.1 All disputes arising out of or in relation to this Agreement will be resolved by legal action. The language used in litigation is German.
- 12.2 Should individual terms of this agreement or these terms be invalid, the validity of the remaining terms shall not be affected. The invalid term shall be considered replaced by the valid term which comes as close as possible to the economical purpose.