

FISCHER & KERRN ROOM PANEL & FISCHER & KERRN DESK PANEL

LIMITED HARDWARE WARRANTY



FISCHER & KERN ROOM PANEL/FISCHER & KERN DESK PANEL LIMITED HARDWARE WARRANTY

1. HARDWARE WARRANTY

- 1.1 This warranty shall apply to the purchase of Fischer & Kern Room Panels and Desk Panels, also called Fischer & Kern Meeting Room Touch Screen; Display Touch Screen; Room Panel, Desk Panel, Room Display or hardware (hereinafter referred to as "hardware").

2. WARRANTY FOR MANUFACTURING DEFECTS

- 2.1 Fischer /& Kern warrants that the hardware is manufactured without any defects in design, material or craftsmanship and will work substantially in accordance with the specifications.
- 2.2 Unless otherwise stated, the warranty applies for a period of two (2) years after the delivery date.
- 2.3 For any replaced hardware, a new two (2) year warranty period shall apply.
- 2.4 This warranty shall not apply to (i) ordinary wear and tear, (ii) if the hardware has been opened or repaired by the Customer or any third party not authorized by Fischer & Kern, (iii) to the hardware which was damaged due to, incorrect use, humidity, fluids, installation too close to or exposure to heat, accident, misuse and failure to comply with the enclosed instructions.
- 2.5 The warranty shall not apply to cosmetic changes to the surface of the hardware after delivery including but not limited fading of colours.
- 2.6 The warranty shall not cover any freight charges incurred by Customer or any other charges in connection with the return and transport of the hardware in case of repair or replacement.
- 2.7 The warranty shall not cover any third-party software installed by the Customer in the hardware.
- 2.8 Fischer & Kerns warranty does not include errors related to third party software connection to the hardware where the third party's license terms shall apply, including as regards duration, coverage and correction of errors in the software.

3. OTHER TERMS/EXCLUSIONS

- 3.1 Fischer & Kern warranties can only be claimed if the Customer document that, the hardware has been properly installed/mounted and connected and the Customer is able to document that the Customer has used the hardware correct, including in accordance with any instructions from Fischer & Kern.
- 3.2 Fischer & Kern does not warrant that the hardware complies with statutory requirements outside EU, as Fischer & Kern warrants that the hardware has been manufactured pursuant to all relevant and common European standards as at the order date, if such standards have come into force as at the order date.

4. REQUIREMENTS DURING THE WARRANTY PERIOD

- 4.1 Upon receipt of the hardware, the Customer shall be liable to make a thorough inspection of the hardware to ensure if the hardware is according to contract. The Customer shall make such tests and examinations that are possible in the circumstances.

- 4.2 Any claims filed during the warranty period must be filed at the latest eight (8) working days after the error has been detected.
- 4.3 The claim must be filed in writing including a complete description of the error and as much documentation as possible. General complaints are not accepted.
- 4.4 The Customer shall send an e-mail with an accurate description of warranty claim including documentation to Fischer & Kernn via support@fischerkernn.com.
- 4.5 If the claim is filed later than eight (8) working days after the error has been detected, the warranty for the error in question will terminate.
- 4.6 Claims can be filed at the very latest twenty-four (24) months and eleven (11) working days after the delivery date, as the warranty does not cover claims filed on a later date.

5. REMEDIAL ACTION

- 5.1 If Fischer & Kernn, on the basis of the information received from the Customer, including any subsequently obtained information, estimates that the error may be comprised by the warranty, the Customer shall, at its own expense and risk, send the defect hardware to Fischer & Kernn for a thorough inspection.
- 5.2 When Fischer & Kernn have received the defect hardware, Fischer & Kernn shall initiate – possibly in cooperation with a third party – an examination with a view to determine if the error is covered by the warranty.
- 5.3 If such examination shows that the defect is covered by the warranty, Fischer & Kernn shall repair/replace the product without any additional costs for the Customer.
- 5.4 If such examination shows that the defect is not covered by the warranty, the Customer shall pay all Fischer & Kernns expenses for the examination, including any time spent internally etc.
- 5.5 The Customer shall give Fischer & Kernn any information required by Fischer & Kernn, including information onsite and offsite. Fischer & Kernn shall also be allowed to make examinations onsite if so requested by Fischer & Kernn, including examinations of the site where the hardware has been installed in order to make troubleshooting, dismantling and re-assembly at the premises and make immediate error correction.
- 5.6 Fischer & Kernn is free to choose whether the error correction shall be a repair or a replacement. If Fischer & Kernn chooses a replacement, the Customer shall undertake the reinstallation of the hardware themselves.
- 5.7 If Fischer & Kernn undertakes to make corrections onsite, the Customer shall pay all costs related to travels and stays onsite.
- 5.8 Fischer & Kernn is only obliged to reimburse costs paid for a third party's assistance with such remedial action if Fischer & Kernn have explicitly and in writing accepted to make such reimbursement before such remedial action is made.