

I. General

Hansgrohe shall assume this manufacturer's guarantee towards consumers of Hansgrohe products in addition to the legal guarantee to which the consumer is entitled in relation to the seller. It shall apply without prejudice to mandatory liability regulations, such as those in accordance with the Product Liability Act, in cases of wilful intent and gross negligence, or resulting from loss of life, physical injury or damage to health by Hansgrohe or its agents.

The term "consumer" in this manufacturer's guarantee shall refer to any natural person who owns the product and has not purchased it for the purpose of resale to or installation for a third party within the scope of its commercial or self-employed professional activities. The term "primary customer" shall mean the consumer who has directly purchased the product from Hansgrohe or a dealer or other natural or legal person who resells or installs the product within the scope of its commercial or self-employed professional activities.

II. Guarantee protection

Hansgrohe guarantees consumers that its products are free from material, manufacturing and design faults. The latest science and technology at the time of manufacture is decisive in this regard. The defect giving rise to the damage must already have been present in the product at this time. Claims for the reimbursement of consequential damage or on the grounds of product liability shall only be valid in accordance with mandatory legal regulations.

a. This guarantee shall be valid for all hansgrohe products not listed under b. for a period of five years from the purchase date by the primary customer, but in all events for a maximum of six years from the date of manufacture. The guarantee period shall not be extended due to the provision of services within the scope of this guarantee, especially not in the event of servicing or replacement. In such cases, the guarantee period shall also not start anew.

b. Valid for the hansgrohe iBox Hub (article no. 25020190), RainButton (article nos. 25010000 - 25019000 and 25010700 - 25019700) and Pontos Scout (article no. 15887000) products purchased by primary customers on or after 01/01/2020 (purchase receipt). hansgrohe shall provide primary customers who have purchased products that are listed or fall under II.b with a guarantee for a period of two years from the date of purchase by the primary customer, but in all events for a maximum of three years from the date of manufacture. The guarantee period shall not be extended due to the provision of services within the scope of this guarantee, especially not in the event of servicing or replacement. In such cases, the guarantee period shall also not start anew.

III. Written notification of defects

The consumer shall be entitled to asset the rights from this guarantee by providing Hansgrohe or the dealer from whom the primary customer purchased the product with a written notification of defect within the guarantee period. The consumer must also provide notification of the defect within two months of its detection or the time at which its detection must have been possible. The consumer shall be obliged to prove that the guarantee has not expired (for example, by presenting the primary customer's purchase receipt). Hansgrohe shall also be entitled to determine the start of the guarantee period on the basis of the data of manufacture.



IV. Services in the event of a guarantee claim

Hansgrohe shall be entitled to repair or replace the product, or to reimburse the consumer the purchase price. Usually, the consumer has the faulty product repaired by a specialist on site with the prior agreement of Hansgrohe.

In such an event, the guarantee shall cover the free delivery of the necessary spare parts. If Hansgrohe issues a written decision to conduct the maintenance itself, Hansgrohe shall bear any costs that arise for spare parts, installation and labour, as well as any expenses incurred through the transportation or dispatch of the product. The consumer must provide access to the product.

In the event of a replacement, the old product shall be replaced by a new product of the same kind, value and type. If the product in question is no longer manufactured at the time at which the defect is reported, Hansgrohe shall be entitled to supply a similar product. Transport or dispatch to and from Hansgrohe or to and from the dealer, any de-installation and re-installation of the product or any other special measures can only be carried out with the prior agreement of Hansgrohe. If Hansgrohe agrees to the intended measure, Hansgrohe shall bear the costs arising from the measure being conducted. Unless otherwise agreed, the consumer shall undertake to collect the new product from the nearest Hansgrohe dealer.

If Hansgrohe chooses to reimburse the purchase price and confirms this in writing, the consumer shall return the product and Hansgrohe shall reimburse the purchase price paid.

V. Conditions and exclusions

This guarantee shall only be valid if installation and maintenance have been duly conducted in accordance with the operating instructions and generally accepted engineering practices (e.g. by a master craftsman or authorised specialist), the operating instructions have been complied with and the Hansgrohe products have been used in line with the technical and maintenance instructions provided by Hansgrohe.

This shall include but not be limited to the inlet water pipes being duly flushed, especially prior to the product's installation or following construction measures in accordance with the valid standards, installation work complying with the appended diagrams and checks being conducted on the compliance of the working pressure in the water mains with technical specifications.

Installation, usage and maintenance instructions are provided with all products and can be found at www.hansgrohe.co.uk.

The guarantee shall not cover:

- Wear to wear and tear parts such as seals;
- Breakage of breakable components such as glass or bulbs;
- The exhaustion of consumable materials such as batteries, filters or aerators;
- Slight deviations of the Hansgrohe products from the target quality that do not affect the usability of the product:
- Cleaning, water jets, in particular hot water jets, lime-scale deposits, operating and handling errors, damage caused by aggressive environmental influences, chemicals or detergents;
- Product defects caused by the installation, transportation or test operation of the purchased item;



- Damage caused by the faulty Hansgrohe product;
- Display products and similar.

The guarantee shall not be valid in the event of:

- Non-compliance with the installation, maintenance and usage instructions appended or provided at www.hansgrohe.de;
- Installation, maintenance, repair or servicing by non-qualified persons;
- Product damage caused by the seller, plumber or third persons;
- Damage that can be attributed to normal wear or intentional damage in the event of negligent damage, contributory negligence shall be offset on agreement;
- Improper installation or commissioning;
- Insufficient or improper maintenance;
- Products that have not been or are not used in line with their intended purpose;
- Damage caused by force majeure or natural disasters, especially but not limited to floods, fires or frost damage.

VI. Non-applicability of the guarantee

If a product defect is not covered by this guarantee, any costs that arise from the dispatch and transportation of the product shall be borne by the consumer. The consumer must also bear any costs, including labour costs, arising from the inspection of the product, as well as the costs of de-installing and re-installing the product.

If, having been informed of the non-applicability of the guarantee and the potential costs that could arise through the servicing activities, the consumer wishes the servicing activities to be conducted, it must also bear the costs of the spare parts and labour.

If the product defect was not present upon delivery, Hansgrohe shall decide on a case-by-case basis whether said defect can be rectified through goodwill. In such cases, the consumer shall not have any legal right to the rectification of the defect.

VII. Legal rights

In addition to the rights from the guarantee, the consumer shall also be entitled to statutory rights. These sometimes lesser rights for the consumer shall not be restricted by the guarantee. The guarantee shall also not affect the rights of the primary customer and, where applicable, the consumer in relation to the seller from whom the primary customer procured the product.

VIII. Place of fulfilment, place of judisdiction and applicable laws

This guarantee shall be subject to German law under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980. The place of fulfilment for the obligations under this guarantee shall be Schiltach, Germany. Where permissible, the place of jurisdiction shall be Rottweil, Germany.



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