

# Alape<sup>U</sup>

Warranty conditions



Alape basins and washstands made of glazed steel are particularly resistant and long-lasting. This is why we offer a voluntary, extended manufacturer's warranty of 25 years on these products. The following warranty conditions apply.

a) Subject of the warranty

This warranty is valid for end customers resident in the European Economic Area, Switzerland or the UK.\* For the purposes of this warranty, end customers are understood to be natural persons who have purchased and own the products in question. However, acquisition may not be aimed at reselling the products or installing them for third parties as part of a professional activities.

The warranty covers all material defects that are a demonstrable result of design or manufacturing errors attributable to the manufacturer and which affect the usage properties of the basin or washstand. The state of science and technology at the time of production is decisive.

The warranty holder must provide evidence that the design or manufacturing error occurred within the manufacturer's area of responsibility and negatively impacts the quality of the basin or washstand contrary to the product descriptions.

This warranty does not include bucket sinks and special solutions not available in the standard series as well as customised products made according to the customer's wishes or specifications. This also applies to components or accessories of a warranted product that are not made entirely of glazed steel.

If the defect is justified, Alape will fulfil its warranty pledge at its discretion by carrying out repairs, replacement delivery or by refunding the reduction in value. The decision concerning which of the aforementioned measures to take will be made by Alape. Ownership of exchanged parts or products is transferred to Alape. No other claims are covered by this warranty, in particular claims for damages of any kind, costs for product installation or removal and transport costs for replacement delivery.

Alape is entitled to commission an installer to carry out the services pursuant to these warranty conditions. If the defective warranted product is no longer manufactured at the time of the claim, Alape reserves the right to supply an equivalent product.

The warranty applies to installed products within the European Economic Area, Switzerland and the UK.\*

b) Conditions

This warranty is subject to the proper use of the product and the correct care of the glazed surface in accordance with Alape's current cleaning and care instructions.

The warranty is only valid if the products supplied by the guarantor have been installed by a specialist installation company in compliance with all relevant regulations including the safety instructions, installation instructions and production information.

The warranty holder either possesses the aforementioned qualification or commissions suitably qualified persons/ companies as subcontractors. The warranty holder is responsible for providing the subcontractor with all relevant and product-related information and for checking and supervising them during work execution.

The warranty holder is also responsible for checking independently and prior to installation whether other components or constructions built and/or used within the vicinity of the guarantor's products have a negative impact on the guarantor's products or their quality.

The warranty does not apply to product defects that are caused by damage during installation.

The warranty does not apply in the event of unqualified or subsequent conversion of the product.

The warranty does not apply to attached parts or damage to the product caused by such parts.

The warranty does not apply in the event of improper product use or for damage caused by improper or incorrect product storage prior to installation.

The warranty does not cover used products or exhibition merchandise.

c) Warranty term and claims

The warranty is valid for 25 years from the date of purchase. The warranty holder must provide proof of purchase by presenting the original invoice with the date of purchase and name and address of the seller.

Claims for justified defects must be made in writing immediately, at the latest within two weeks of their detection, and in compliance with the warranty term.

The decision as to whether the product concerned should be submitted for a more detailed inspection will be taken by Alape on a case-by-case basis. In the event of a return, Alape will check whether a warranty case exists.

If a product defect proves not to be covered by the Alape warranty, any costs incurred up to this point (e.g. for transport) must be met by the claimant.

The warranty term is not extended in the event of a claim.

d) Other

The statutory rights against the seller in the event of a material defect are not affected by this manufacturer's warranty.

The manufacturer does not assume any liability for failure to observe the assembly instructions or the safety and installation instructions enclosed with the product, damage due to incorrect installation or any type of modification independently made to the product.

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

The place of fulfilment of all obligations arising from the Alape warranty is Goslar, Germany. As far as is legally permissible, the place of jurisdiction is the registered headquarters of Alape.

Should a provision of this warranty be or become ineffective or unenforceable in whole or in part, or if a loophole is identified in this warranty, the validity of the remaining provisions will not be affected. In place of the ineffective or unenforceable provision, the effective and enforceable provision that comes closest to the purpose of the original ineffective or unenforceable stipulation will be deemed to have been agreed. In the event of a loophole, the provision that corresponds to what would have been agreed in accordance with the purpose of this warranty will be deemed to have been agreed.

\* Our 25-year manufacturer's warranty is valid in the following countries:

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom

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