

Terms and Conditions of the Festool Warranty all-inclusive

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Congratulations on purchasing your new Festool machine. From 6th March 2013, you can obtain a free cost protection warranty ("Full repair, free of charge") for 36 months from the date of purchase by registering your new Festool machine online for Warranty all-inclusive as well as an entitlement to additional services. By registering online, you are accepting the following warranty terms and conditions.

1 General terms and conditions and registration

1.1 Unless otherwise expressly regulated below under Items 1.7 and 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 "Machines"), offer a cost-protection warranty 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 Ireland. Festool assumes no warranty or additional services towards Festool dealers, commercial machine hiring companies and resellers.

1.2 These Terms and Conditions also apply to Li-Ion battery packs, battery chargers and battery lights (hereinafter also referred to as "Devices"), unless the following Terms and Conditions provide otherwise.

1.3 The prerequisites for claiming the warranty services and additional services covered by the Warranty all-inclusive are:

- Purchase from Festool or an authorised Festool dealer
- Online registration in MyFestool within 100 days of the date on the original sales slip at: www.festool.ie/myfestool
- Upload of an invoice or delivery note to check the specified purchasing date

1.4 Following successful registration, you will receive a link to your warranty certificate via e-mail. This certificate shall always only apply to the registered Machine.

1.5 With these warranty terms and conditions, Festool grants you additional rights, beyond your contractual and statutory rights to assert claims for defects. The warranty terms and conditions are not associated with an exclusion, restriction or other modification of the contractual or statutory rights to assert claims for defects.

1.6 The granting of warranty services or additional services shall not bring about an extension in the warranty period nor set a new warranty period in place.

1.7 If the purchase contract is void, ineffective or cancelled, the Machine concerned is excluded from the warranty. If a warranty certificate has already been issued for the Machine, it will no longer be valid.

1.8 Separate registration as described in point 1.3 is not required for Li-ion battery packs or battery chargers and battery lights. Instead of registration, you must enclose the original proof of purchase in accordance with point 2.5 in order to assert the service and warranty conditions. The other general terms and conditions continue to apply.

2 Warranty terms and conditions for 36 months "Full repair, free of charge"

2.1 The warranty period shall be 36 months from the date on your original sales slip.

2.2 The warranty shall be fulfilled by means of defective parts of the Machine either being repaired free of charge or replaced by fully working parts (repair) or by means of the entire Machine being replaced free of charge (cost protection warranty), at our discretion. Replaced parts or Machines become the property of Festool GmbH. Further warranty claims shall be excluded.

2.3 Warranty claims are valid if

- the delivered Machine is proven to have material or manufacturing faults.

- Wear parts (in particular carbon brushes, ball bearings, rubber sleeves, battery packs, sealing rings and switches) are demonstrably damaged due to natural wear with proper use of the Machine. A complete list of the parts covered by the warranty is available in the spare parts catalogue at www.festool.ie/ekat.

2.4 Warranty claims are not valid if

- consumable materials and accessories become damaged, in particular sanding pads, abrasive sheets, plug-it cables, saw blades, router bits, stirring rods, cutting blades, cutting accessories and drill bits.
- 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 (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 warranty claims

Warranty claims against Festool must be asserted in writing immediately following ascertainment of the defect and within the warranty period. To do this, the entire tool in question must be presented or sent to the seller or an after-sales service listed at www.festool.ie, along with the original sales slip, which must specify the date of purchase and the product name.

2.6. Inspection and notification obligations of companies

If you have purchased the Machine as a merchant within the meaning of Section 1 German Commercial Code (HGB), your warranty claims require that you have checked the Machines immediately following receipt and have informed Festool of any identified defects immediately, or at the latest within two weeks of receipt of the Machines, and of any concealed defects immediately upon discovery by writing to the authorised dealer or to Festool GmbH.

2.7 Decontamination fee for H Machine

When a dust class H Machine is sent to one of the customer service centres listed at www.festool.ie for repair, Festool is entitled to charge the customer a flat rate of €100 for cleaning the product. This also applies to repairs under our warranty.

3 Your additional Festool services

3.1 36-month theft replacement

3.1.1 In the event of theft, we will replace your stolen Machine with a new machine, one time only (only basic machine without accessories, no set versions) without additional insurance costs and in return for an excess payment of €125 net (excluding VAT). For products in the Power Station product category, a variable excess of €1000 net (excl. VAT) shall apply. Festool GmbH provides this service for all successfully registered Festool machines for 36 months from the date on the original sales slip. The replacement Machine is not protected against theft.

The replacement Machine cannot be registered for the warranty again. The replacement Machine qualifies for the services from the Warranty all-inclusive package for the warranty period remaining on the stolen Machine (calculated according to the proviso under Item 2.1 minus the warranty period that has already elapsed). Your statutory warranty rights for the replacement Machine remain unaffected.

If and as soon as we discontinue a product and no longer have it in stock, your entitlement to delivery of a new Machine will be converted into an entitlement to delivery of another Machine of your choice from our current product portfolio at that time with a recommended retail price (RRP) that corresponds to that of the replaced product, subject to otherwise unchanged conditions. Your previous Machine will transfer to our ownership.

3.1.2 To take advantage of this service, the theft must be reported immediately to the relevant police authorities. Notice of the theft must be presented to your Festool dealer together with your warranty certificate within five days of the theft. The dealer will pass on the documents to Festool for inspection.

3.1.3 After the document is checked, Festool will inform you of the status of your claim and, following approval by Festool, the new Machine can be collected from your local Festool dealer on payment of the previously mentioned excess fee.

3.2 10 year spare part availability (original parts replaced)

We guarantee that spare parts for this machine type will be available for a minimum of ten years after the purchase date of a machine type. If and as soon as we discontinue a spare part and are no longer able to supply it, your entitlement to repair of the required spare part by a Festool workshop will be converted into an entitlement to delivery of a new Machine of your choice from our current product portfolio at that time with a recommended retail price (RRP) that corresponds to that of the discontinued machine type, subject to otherwise unchanged conditions. Your previous Machine will transfer to our ownership.

4 Final provisions

4.1 Data protection

We will only save, process and use the personal data (e.g. first name and surname, address) provided to us when you registered your Machine for the Warranty all-inclusive (incl. invoice upload) in order to provide the services associated with this. The legal basis for this is Article 6(1b) GDPR. If and to the extent that you erase your MyFestool account or remove a Machine from your tool overview, we shall continue to save your personal data that was provided for the fulfilment of the contract until the warranty has expired.

All data is used by Festool and Festool Deutschland GmbH. Furthermore, the data may be passed on to TTS Tooltechnic Systems SE & Co. KG. The legal basis for this is our company's interests, Article 6(1f) GDPR. It is neither passed on to other third-party companies nor used in any other way for promotional purposes. You can find more information about our data protection policy at: www.festool.ie/legal-information/data-protection.

4.2 Changing your customer data

If your customer data changes, Festool requests that you make this change immediately in your free MyFestool account at www.festool.ie/myfestool. Festool shall not be responsible for any additional costs resulting from obsolete customer data.

4.3 Changes to services

Festool reserves the right, taking reasonable consideration of your interests, to cancel, supplement or change the warranty and services and/or these warranty terms and conditions in whole or in part, giving reasonable notice, or without such notice if there is an important reason.

4.4 Miscellaneous

4.4.1 All services are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations, embargoes or other sanctions.

4.4.2 If Festool is prevented by force majeure from fulfilling the warranty services, in particular from repairing or delivering devices, Festool shall be released from its obligation to perform for the duration of the hindrance and a reasonable start-up period, without being obliged to pay you compensation. The same shall apply if Festool is unable to fulfil its warranty obligations due to unforeseeable circumstances for which Festool is not responsible, in particular due to industrial action, official measures, energy shortages, delivery obstacles at a supplier or significant operational disruptions, or if such circumstances make it unreasonably difficult or temporarily impossible. This shall also apply if these circumstances occur at a subcontractor and also if Festool is already in default.

4.4.3 The law of the Federal Republic of Germany shall apply with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4.4.4. If you are a merchant and at the time of the warranty registration your official headquarters are registered in Germany, exclusive place of jurisdiction for all disputes arising from the warranty shall be that of the registered location of Festool GmbH. Otherwise, the applicable statutory provisions shall apply to local and international jurisdiction.

4.4.5. Should a provision of this warranty be or become ineffective or unenforceable, in whole or in part, or should a loophole be discovered in this warranty, this shall not affect the validity of the remaining provisions. The ineffective or unenforceable provision shall be replaced by the effective or enforceable provision that most closely approximates the purpose of the ineffective or unenforceable provision. In the case of a loophole, the provision that most closely approximates what was agreed according to the purpose of this warranty shall apply.