

Warranty for defective products

a) Supplier shall warrant that products, upon transfer of risk, have the qualities as agreed between the parties and comply with the specifications. Zwiesel shall have all claims provided under the law in case of defective products. A second delivery shall be unacceptable (§ 440 German Civil Code) if defects are caused by errors in development or technical design of products. In such case, Zwiesel shall be entitled to its rights under Section 10 lit. d immediately.

b) As long as a product is not in the custody of Zwiesel, Supplier shall bear the risk of loss or deterioration.

c) In urgent cases, in particular if safety of operations of Zwiesel is endangered or if extraordinarily high damage may arise, furthermore to remedy minor defects, Zwiesel shall be entitled to remedy the defect or possible damage caused by the defect itself or have the defect or such damage remedied by a third party, each at the cost of Supplier. This shall likewise apply if Zwiesel has set an appropriate deadline for second delivery and Supplier has failed to remedy the defect or deliver non-defective products until such deadline. This shall also apply if Zwiesel is forced to remedy or have remedied defects immediately in order to avoid delay of delivery to its own customers.

d) If Zwiesel chooses not to remedy defects itself as provided under lit. c, it may, after having set an appropriate deadline for second delivery, rescind the agreement or to reduce the compensation due under the agreement (reduction of price). In addition to these two alternative remedies, Zwiesel shall have the right to claim damages.

e) Products supplied may not be encumbered by rights of third parties. If software is to be supplied, Supplier shall be liable for holding all rights, namely intellectual property rights, that are required for selling the software.

f) Unless provided otherwise, the period for warranty rights shall extend to 36 months running from transfer of risk under Section 8 lit. a. The period for warranty shall not run for such time beginning by Zwiesel sending a notice of defects and ending by Zwiesel receiving non-defective products or services. For parts of deliveries remedied or supplied as replacement for defective products, or services repeated for warranty purposes, the period defined in the first sentence shall run again beginning by receipt of non-defective products or services, unless Supplier has made a replacement delivery or remedied defects only as a matter of courtesy or for other reasons than those of warranty under this Section.

g) Nothing in these Terms shall limit or restrict rights and claims of Zwiesel as a Purchaser or a Customer for works under statutory law.

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Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.