

Guarantee conditions of Berner Torantriebe KG

Thank you for the trust you have placed in us with your purchase of a Berner product.

Berner products are developed and produced in highly specialised factories to a high quality standard. If there is a reason for complaint with regard to our product, Berner grants (see para. 1) the following warranty from:

1. Warrantor

The warrantor is exclusively the Berner Torantriebe KG, Graf-Bentzel-Str. 68, 72108 Rottenburg am Neckar

2. Warranty period and warranty object

For a period of 5 years from the date of purchase, but not exceeding a useful life of 100,000 cycles (open/close), the purchaser receives a parts warranty on the drive mechanism, the motor and the motor control unit of the garage door openers (hereinafter referred to as "product"). For radio, accessories and special equipment the duration is 2 years. There is no warranty claim on consumables (e.g. fuses, batteries, lamps). For replacement deliveries, the remaining warranty period for the original product applies, but at least your warranty period of six months.

The warranty period begins on the date of purchase. Please retain the original sales receipt as proof of the date of purchase.

3. Scope of the warranty

For the duration of the warranty we shall eliminate any product defects that are proven to be attributable to a material or manufacturing fault. A claim under this warranty exists only for damage to the object of the contract itself; any concomitant and / or consequential damage is not covered by the warranty.

The warranty does not apply to defects which are due to

- improper fitting or electrical connection;
- improper initial start-up or use;
- failure to arrange for maintenance, cleaning and care;
- negligent or intentional damage / destruction or vandalism;
- unsuitable fitting location or defective water run-off in the fitting area of the product;
- external influences such as fire, excessive ambient humidity or aggressive environmental substances (e.g. salts, alkalis, acids, fertilisers or other chemical substances), abnormal environmental effects (e.g. hail), ambient air containing salt water and / or sand
- improper transport;
- priming and other surface protection
- colour or surface changes;
- incorrect protective coatings or coatings not applied in good time;
- repairs not conducted by specialists;
- use of non-original spare parts;
- changes, conversions and / or extensions without our prior written consent;
- normal wear and tear;
- Removal or defacing of the data label or serial number.

4. Performance under the warranty

We pledge to replace a defective product with a non-defective product, to carry out repairs, or to grant a price reduction at our discretion, whereby we do not cover the costs for installation and removal as well as shipping costs. Replaced parts become our property or, at our discretion, are to be disposed of by the customer at the customer's expense.

Our performance under the warranty (repair, replacement of the product or price reduction) does not extend the warranty period or cause the warranty to restart.

5. the geographic and personal scope of the warranty

A claim under this warranty is only valid for the country in which the product was bought. The product must have been purchased through our authorised distribution channels. In addition, the product must be under the ownership of the original purchaser and must not have been dismantled or reassembled.

6. Making a warranty claim

To make a claim under this warranty, please contact the dealer from whom you purchased the product.

A claim under the warranty can only be made on presentation of the original receipt of purchase. In order to be able to check and process your warranty claim as quickly as possible, we require the following information:

- your contact details for queries and, in the event of a justified warranty claim, for processing the claim;
- information about the dealer from whom you have purchased the product;
- product designation;
- a photo of the data label and serial number of the product;
- a detailed description of the defect.

If additional information is required for processing, it must be submitted to us upon request.

We are entitled to involve third parties to check and process the warranty claim.

7. Reference to the consumer's

statutory rights in the event of defects

We expressly point out that you have statutory rights in the event of a defect upon delivery of the product (supplementary performance, withdrawal or reduction of the purchase price as well as compensation for damages). The use of these statutory rights is free of charge and is not limited by this warranty which goes beyond the rights.