



müller co-ax ag

International Warranty

1.

The warranty period shall be 12 months and shall commence on the passing of risk.

2.

The warranty for the liability of müller co-ax is limited to subsequent fulfillment. At the discretion of müller co-ax, this takes place by way of remedying defects or supplying a replacement.

3.

The entitlement of subsequent fulfillment also includes the expenditure necessary for this purpose, in particular transport-; infrastructure-; labor- and material costs.

This is not applicable for increased expenditure that arises due to the fact, that the purchaser has moved the item to a different location, than that applicable for the respective legal transaction.

4.

If the subsequent fulfillment is unsuccessful, the purchaser has the right to withdraw from the contract. This right is excluded for minor defects. The same is applicable for minor breach of contract on the part of müller co-ax.

The right of the purchaser to claim a reduction is excluded.

5.

If, after failed subsequent fulfillment, the purchaser chooses to claim compensation for damages, the goods remain with the purchaser, insofar as this is acceptable to him.

The compensation for damages is limited to the difference between the purchase price and the value of the defective item. This is not applicable if müller co-ax has caused the breach of contract with the intention to deceive.

6.

Insofar as nothing else results from the aforementioned, further involved claims by the customer – regardless of the legal basis – are excluded. müller co-ax is not liable for damage that has not occurred to the immediate delivery item itself; in particular müller co-ax is not liable for lost profit or damage to other items of property of the purchaser. The aforementioned exemption from liability is not valid for damages from injury to life, body or health or insofar as the cause of damage is based on intent or gross negligence or we have violated a so-called essential transaction obligation (cardinal obligation) contained in the contract. Furthermore, it is also not valid if the purchaser is entitled because of a warranty to assert a claim for compensatory damages due to non-fulfillment. Apart from this, the exemption from liability is not valid for claims according to §§ 1 and 4 of the Product Liability Law. The liability is insofar however limited, apart from that in the aforementioned clauses 3 and 5, to foreseeable, contract-typical damage.

7.

The warranty claims of the purchaser require, that the purchaser notifies müller co-ax in writing of obvious defects within a period of 2 weeks, calculated from the receipt of the goods, and hidden defects within 2 weeks of determining the defect.

8.

The law of the Federal Republic of Germany is applicable between the contractual partners. The provisions of the UN Law on Sales are not applicable.