

# Terms of Warranty of Alright Industrial Technologies GmbH

## 1. Definition

This independent Statement of Warranty, hereinafter referred to as "Warranty", is granted by Alright Industrial Technologies GmbH, Industriestrasse 8, 63801 Kleinostheim, Federal Republic of Germany, hereinafter referred to as "Alright Industrial Technologies GmbH". The warranty occurs in addition to the customer's statutory warranty rights vis-à-vis the seller and does not restrict them.

## 2. Scope of warranty

Alright Industrial Technologies GmbH guarantees to the customer of a new device ("customer") that the purchased product is free from defects, material and workmanship within the meaning of a statutory warranty at the discretion of Alright Industrial Technologies GmbH. A right to withdraw from the sales contract concluded with the seller or a reduction in price is not granted to the customer according to this warranty. The customer does not owe a fee for the assertion and implementation of a warranty justified under this contract.

Alright Industrial Technologies GmbH grants a 12 month warranty on all mechanical and electronic components of a product. Standard accessories and free add-ons are not under this warranty. The period begins with the date of delivery of the product by Alright Industrial Technologies GmbH. To assert rights from this contract, the customer must keep the purchase receipt with the date of purchase and present it on request. This is not a substitute for information provided on the Internet when the contract was concluded. The derivation of claims from advertising statements in accordance with §434, Abs1, Sentence 3 of the German Civil Code (BGB) is excluded from companies.

This applies in particular to the extent that this advertising is not attributable to Alright Industrial Technologies GmbH, but was carried out by subordinate parts of the sales chain. Alright Industrial Technologies GmbH does not give any further warranties or warranties of any kind other than expressly stated in this warranty.

## 3. Limitation of Warranty

It should be noted that warranty claims for certain parts of a product cannot be recognized within the entire warranty period. This includes wear parts on the housing and damage to the display or scan windows (broken glass) caused by external influences. In the case of batteries, the general performance with normal use, depending on the type and extent of use, as well as the environmental conditions, especially in the outdoor area, already decreases after 6 months, which is why warranty claims with regard to batteries, in particular with regard to performance, only fundamentally if there are significant deviations from the technical Specification are recognized.

## 4. Disclaimer of Warranty

The warranty only covers defects that result from normal, intended use of the product. There are expressly NO warranty claims for damage that have arisen

4.1 through negligent use, for example through non-observance of user instructions, or

4.2 through willful, misuse or other improper use of the product, for example through the operation of the contractual goods together with devices or programs, the compatibility of which Alright Industrial Technologies GmbH has not expressly promised, or

4.3 by changing the product, or

4.4 through attempted repairs by third parties, i.e. not a service partner named by Alright Industrial Technologies GmbH or a service partner named by Alright Industrial Technologies GmbH, or

4.5 due to improper transport or improper packaging when the product is returned to Alright Industrial Technologies GmbH

In the event that an unjustified warranty claim is asserted under this contract, which as such results in particular from the expiry of the warranty period, the non-entitlement of the claimant or the non-existence of a justified warranty claim, Alright Industrial Technologies GmbH is entitled to pay for its work or the repair for a period of time and raise materials.

## 5. Extension of the warranty

The warranty can be extended to a maximum of 36 months by separate agreement with Alright Industrial Technologies GmbH; batteries are excluded from this.

## 6. Extension of the warranty ("WarrantyPLUS")

Alright Industrial Technologies GmbH optionally offers an extension of the scope of the warranty. The extension can be agreed separately for a period of 12 to a maximum of 36 months and includes in addition to the normal scope of the warranty

6.1 contrary to No. 3 of this Statement of Warranty also damage to wear parts of a product, such as housing, display or scan windows

6.2 contrary to no. 4.1 of this Statement of Warranty also damage caused by negligent use (willful intent within the meaning of no. 4.2 is still excluded!)

6.3, contrary to No. 5 of this Statement of Warranty, also a warranty extension for batteries during the entire term of the GarantiePLUS

## 7. Liability

The liability of Alright Industrial Technologies GmbH and its vicarious agents - regardless of the legal reason, in particular for tort - is excluded, unless there is willful or grossly negligent action, or it is or is about damage to life, body or health the breach of essential contractual obligations (cardinal obligations). Claims for damages arising from any defective delivery or the improper performance of any other service by Alright Industrial Technologies GmbH, for example in connection with the processing of warranty or warranty repairs, are expressly excluded. 8. Place of jurisdiction If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction is Aschaffenburg. The same applies if the customer does not have a general place of jurisdiction in Germany or if their place of residence or habitual abode is not known at the time the action is brought. The law of the Federal Republic of Germany applies to these terms and conditions and the entire legal relationship between us and the customer. The law applicable in the Federal Republic of Germany is to be applied to contracts with foreign customers.