

Our warranty promise

You can rely on quality „Made in Germany“

It is an integral part of the corporate philosophy of the DIY Element System GmbH ("DIY Element System") to offer their Consumers at all time top quality.

For this reason, we offer our Consumers a voluntary manufacturer's warranty on our products for a period of ten years.

The following warranty conditions apply:

Terms and conditions of the warranty

General information

This manufacturer's warranty for Consumers applies in addition to the statutory warranty for each Consumer against the seller. Compelling statutory liability provisions, for example the liability under the German Product Liability Act in the event of gross negligence, injury to life, body or health by DIY Element System or its agents, shall not be affected.

For purposes of this manufacturer's warranty, "Consumer" means any natural person who owns the product and who has not acquired this ownership as part of her self-employed, occupational or commercial activity. "First-Time Buyer" is a Consumer who is the first buyer of the product to own it.

Warranty protection

The warranty protection applies exclusively to First-Time Buyers who bought with start of 1 January 2014 DIY Element System products of the product ranges Classic, Easy & Möbelfüße (*furniture legs*). (The date on the sales receipt is the decisive date for the determination of the validity of the warranty claim.)

DIY Element System guarantees its Consumers products that are free of material, manufacturing and/or workmanship defects. To determine whether a material, manufacturing or workmanship defect exists, only the state of the art at the time of manufacture shall prevail.

This warranty remains in force for a period of ten (10) years from the date of purchase by the First-Time Buyer. However, it expires at the latest after a period of eleven (11) years after the manufacture of the relevant product. Received services within the framework of the warranty does not extend the warranty period. This applies particularly to exchange or servicing. In these cases, the warranty period does not start anew.

Claims for consequential damage compensation or product liability are only valid if in accordance with the mandatory provisions of the law.

Written defect notification

The Consumer may assert rights arising from this warranty within the warranty period by submitting a written defect notification to DIY Element System or the retailer, where the product was purchased by the First-Time Buyer. However, this requires that the defect is reported within two months after the Consumer became aware of it or should have become aware of it. It is the Consumer's responsibility to demonstrate the validity of the warranty (through proof of purchase). DIY Element System reserves the right to determine when the warranty period has begun, in accordance with the date of manufacture.

Occurrence of a guaranteed claim

In the occurrence of a guaranteed claim, DIY Element System is entitled to choose between exchanging the product or refunding the purchase price. DIY Element System acquires the ownership of the exchanged products.

In general, the defective product of the Consumer will be replaced, depending on the approval by DIY Element System.

The exchange takes place by replacing the defective product with another product of the same type, kind and quality. If the concerned product is no longer produced at the time of the defect notification, DIY Element System is entitled to provide a comparable product instead.

Products for which the Consumer claims warranty service under the warranty and which reasonably can be transported (i.e. in a car) shall be returned with the defect notification to the dealer, where the First Time-Buyer bought the product, or it shall be forwarded to DIY Element System. The Consumer has to submit the receipt of the First Time-Buyer with the proof of the purchase date together with the returned product. The transport risk lies with the sender. DIY Element System does not reimburse shipping, transportation, roads and labour costs.

In case of a refund of the purchase price, DIY Element System will inform the Consumer in writing of this step. Subsequently, the Consumer shall return the product to DIY Element System, and the purchase price will be refunded to the Customer in return.

Effectiveness of the guarantee

This warranty shall only apply if the Consumer applied the proper installation steps according to the assembly instructions, recognized technical rules and the technical instructions and load capacities provided by DIY Element System.

Above all, this includes that electricity, gas and water pipes are located before installing the product, so that subsequent damage can be avoided, e.g. by drilling holes for installing the wall rails.

Load specifications and installation instructions are available at the respective place of purchase and on www.element-system.com.

Scope of the warranty

Excluded from the warranty are:

- slight differences between the actual nature of the DIY Element System products and the target texture, which have only a negligible impact on the utility value;
- damages due to harsh environmental influences, cleaning agents and chemicals as well as operational and handling errors;
- product defects that were caused by installation, transportation and trial operation of the respective product;
- damages caused by the faulty DIY Element System product and
- exhibition or similar products.

The warranty expires immediately in following situations:

- failure to follow the installation instructions;
- improper installation or repair;
- damage to the product caused by the seller or a third party;
- damage that are the results of normal wear and tear or deliberately caused damage; in the event of negligence, contributory negligence shall be considered by common accord;
- incorrect installation of the product or stress through too much load/weight;
- products used for improper purposes;
- damage caused by force majeure, especially during natural disasters, such as floods, fires or frost damage.

Exclusion of guarantee

If a product defect does not fall into the application scope of this warranty, the Consumer shall bear all costs, in particular, the costs for shipping and returning the respective product as well all labour costs incurred for the review of the product.

If the defect is not demonstrably proven to be caused by defective material, production or workmanship, DIY Element System shall decide in each individual case whether remedying will take place on a goodwill basis. In this event, the Consumer has no legal claim for the remedy of the defect.

Statutory provisions

This warranty shall be without prejudice to the consumer's rights, which arise from the mandatory statutory provisions. A restriction of more favourable Consumer rights shall not take place. The rights of the First Time-Buyer or Consumer towards the seller, from who the First Time-Buyer purchased the product, shall also remain unaffected.

Place of fulfilment, jurisdiction and applicable law

Place of fulfilment is Rottenacker, Germany. To the extent permitted by law, Ulm in Germany shall be the place of jurisdiction. The warranty shall be governed exclusively by German law, excluding the Laws of Conflict and the United Nations Convention on Contracts for the International Sale of Goods. (CISG)

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