

## "SERVICE all-inclusive" Terms and Conditions

### Terms of Warranty and Service of Vermont Sales (Pty) Ltd

Congratulations on purchasing your new Festool Machine. By registering your new Festool Machine after April 2, 2013 online for SERVICE all-inclusive you receive a free warranty for 3 years from the purchase date and benefit from additional services. By registering your Machine online, you agree with the following terms and conditions of service.

#### I. General Terms and Conditions and Registration

- 1.1. On registering successfully, Vermont Sales (Pty) Ltd (hereinafter referred to as "**Vermont Sales**") offers you a warranty and additional services for all new Festool electric and compressed air tools (hereinafter referred to as "**Machines**") subject to these terms and conditions (hereinafter also referred to as "terms"), provided you are an end customer, whether as a natural person or legal entity. Vermont Sales will not assume any warranty or additional services to partner dealers, machine hiring companies and resellers.
- 1.2. **Registration requirements include:**
  - Purchase made from an authorised Festool partner dealer and
  - Online registration at [www.festool.com/service](http://www.festool.com/service) within 30 days from the date on the original invoice
- 1.3. After registering successfully, you will receive a service certificate (warranty confirmation) in electronic format. The certificate only applies to the registered Machine.
- 1.4. With these terms of warranty and service, Vermont Sales grants you additional rights exceeding standard contractual and statutory warranty claims. The terms of warranty and service do not waive, restrict or otherwise change existing contractual or statutory warranty rights.
- 1.5. The provision of warranty services or additional services neither extends the warranty period nor renews the warranty period. The same applies for the statute of limitations of contractual or statutory warranty rights.
- 1.6. If you revoke or reverse the purchase of the registered Machine, whether as a result of contract cancellation, revocation, rescission or withdrawal, the warranty of the Machine concerned is voided.

#### II. Terms and Conditions of the 3-years warranty

- 2.1. The warranty period amounts to 3 years and starts from the date on the original invoice.
- 2.2. If a warranty claim is asserted within the warranty period, Vermont Sales guarantees either the free replacement of faulty parts or free replacement of the Machine at the discretion of Vermont Sales. Further warranty claims are excluded in this respect.
- 2.3. **Warranty claims are valid if**
  - The delivered Machine is proven to have material or manufacturing defects.
- 2.4. **Warranty claims are not valid if**
  - wear parts become damaged (in particular carbon brushes, ball bearings, rubber sleeves, battery packs, sealing rings and switches) as a result of natural wear from normal use of the Machine.
  - Consumable materials and accessories become damaged, in particular sanding pads, abrasive sheets, plug-it cables, saw blades, router bits, stirring rods, cutting blades, cutting accessories and drill bits.
  - instructions in the operating manual or other documents accompanying individual Machines relating to the connection, installation, commissioning, operation, use and maintenance of Machines are ignored.
  - The Machines are used improperly or damaged externally (in particular as a result of falls or impacts).

- Machine defects occur as a result of the use of non-original accessories or spare parts.
- Machines are modified, dismantled or components are added.
- Machines are used for continuous work in industrial applications resulting in extensive wear, or are used persistently for applications that place an above-average load on the Machine.

#### 2.5. **Scope and assertion of warranty claims**

Warranty claims must be asserted in writing to Vermont Sales immediately after the defect is identified and within the warranty period. The Machine concerned must be returned to Vermont Sales together with all accessories and the original invoice showing the purchase date and the product name.

#### 2.6. **Inspection and notification obligations of enterprises**

If you purchased the Machine as a sole trader, your warranty claims presuppose that you must check the Machines immediately after receipt and notify Vermont Sales of obvious defects immediately or within two weeks of receiving delivery of the Machine at the latest and report hidden defects as soon as they are discovered.

You are a sole trader if you exercise commercial or independent professional activities on conclusion of the agreement. This applies for natural persons, legal entities and partnerships having legal capacity.

### **III. Additional Festool services:**

#### **3. 10-year spare parts availability**

We guarantee that spare parts will be available for a minimum of 10 years after a product is discontinued. If Vermont Sales is unable to keep its promise, you will receive a comparable new Machine from the current product range free of charge as a replacement in exchange for your old Machine.

### **IV. Final provisions**

#### **4. Changes to customer details**

If any of your details change, Vermont Sales asks that you send your new details using the contact form on the web page [www.festool.com](http://www.festool.com).

Vermont Sales is not responsible for any additional costs resulting from obsolete customer data.

#### **5. Change in services**

Vermont Sales reserves the right to cancel, supplement or change the warranty and services or these terms of warranty and service entirely or in part, giving reasonable notice, or without such notice if good cause is shown, while taking reasonable consideration of your interests.

#### **6. Final Provisions**

6.1. The law of the Republic of South Africa applies.

6.2. Sole place of jurisdiction for all disagreements relating to the warranty is the headquarters of Vermont Sales.

6.3. If a clause in these terms of warranty and service is or becomes ineffective or invalid in part or in full or a regulatory gap is found in the warranty, the effectiveness of the other terms remains unaffected. Instead of the ineffective or invalid clause, the relevant effective or valid clause that comes as close as possible to the sense and purpose of the invalid clause shall be considered agreed. In the event of a regulatory gap, the clause that corresponds to what would have been agreed shall be considered agreed.