

Warranty all-inclusive BASIC Terms and Conditions for Warranty and additional Service of Festool GmbH

As of: 01/01/2021

Congratulations on purchasing your new Festool Machine. By registering your new Festool Machine after April 2, 2013 online for Warranty all-inclusive you receive a free warranty for 36 months from the purchase date and benefit from additional services. By registering your Festool Machine online, you agree with the following terms and conditions of warranty.

1 General Terms and Conditions and Registration

1.1 Festool GmbH (hereinafter referred to as "Festool") shall, in the case of successful registration for all new Festool electrical and compressed air tools (hereinafter referred to as "Machine"), offer a warranty and additional services based on these terms and conditions. Applicable are only the services offered in your country of residence, provided that you are an end customer, whether a natural or legal person. An overview of warranty and additional services offered by Festool in different countries can be found at www.festool.com/service. The country of interest must be selected. Festool will not assume any warranty or additional services to Festool dealers, machine hiring companies and resellers.

1.1.1. The present Terms and Conditions shall also apply for power tools of the brand Protool (hereinafter also referred to as "Machine").

1.2 Registration requirements include:

- Purchase made from an authorized Festool dealer and
- Online registration in MyFestool at www.festool.com/myfestool within 30 days from the date of the original invoice
- Upload of an invoice or delivery bill to check the purchase date
- Registration is only possible in countries where warranty and additional services of Festool are offered.

1.3 After successful registration, you will receive a link to your warranty certificate by email. This only refers to the registered Machine.

1.4 With these Warranty all-inclusive Terms and Conditions, Festool grants to you additional rights exceeding standard contractual and statutory warranty claims. The Warranty all-inclusive Terms and Conditions do not waive, restrict or otherwise change existing contractual or statutory warranty rights.

1.5 The provision of warranty 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.

2 Terms and Conditions of the 36 months warranty

2.1 The warranty period amounts to 36 months and starts from the date of the original invoice.

2.2 If a warranty claim is addressed within the warranty period, Festool warrants either the free replacement of faulty parts or free replacement of the Machine at the discretion of Festool. Further 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 in particular not valid

- if wear parts (in particular carbon brushes, ball bearings, rubber sleeves, battery packs, sealing rings and switches) are proven to be damaged as a result of natural wear from normal use of the Machine.
- in the event of damage to consumables and accessories, especially in the case of sanding discs, sanding pads, plug-it cables, saw blades, routers, stirring rods, blades, cutting equipment and drilling tools.
- if 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.
- if the Machines are used improperly or damaged externally (in particular as a result of falls or impacts).
- if Machine defects occur as a result of the use of non-original accessories or spare parts.
- if Machines are modified, dismantled or components are added.
- if 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.
- for angle grinders of the AGP product family (of the brand Protool).

2.5 Scope and assertion of warranty claims

Warranty claims must be asserted in writing to Festool immediately after the defect is identified and within the warranty period. The Machine concerned must be returned to the seller or sent to one of the customer service centers listed at www.festool.com/service 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 merchant, your claims presuppose that you must check the Machines immediately after receipt and notify Festool 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 merchant 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.

3 Additional Festool Service

3.1 10-year spare part availability (original parts replaced)

We warrant that spare parts will be available for a minimum of 10 years after a product is discontinued. If Festool 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.

4 Final provisions

4.1 Data protection

The personal data which we have received through the registration of your Machine for Festool's warranty all-inclusive (incl. invoice-upload) (e.g. first and last name, address) are stored, processed or used exclusively for the handling of the associated services. The legal basis for this is Art. 6 para. 1 lit. b) GDPR. If and insofar as you delete your MyFestool account or a machine from your tool overview, we will continue to store your personal data required for the fulfilment of the contract until the warranty expires.

All data is used by Festool. In addition, we may transfer the data to TTS Tooltechnic Systems AG & Co. KG. The legal basis for this is our company interest, Art. 6 para. 1 lit. f) GDPR. The data will not be transferred to other third parties or otherwise used for advertising purposes. For further information on data protection, please see www.festool.com/legal-information/data-protection.

4.2 Changes to customer contact details

If any of your contact details change, Festool asks you to change them immediately on your free MyFestool account at www.festool.com/myfestool. Festool is not responsible for any additional costs resulting from obsolete customer data.

4.3 Change of Terms and Conditions

Festool 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.

4.4 Miscellaneous

4.4.1. The law of the Federal Republic of Germany applies, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4.4.2. Sole place of jurisdiction for all disagreements relating to the warranty is the headquarters of Festool GmbH.

4.4.3. If a clause in these terms is or becomes ineffective or invalid in part or in full or a regulatory gap is found, 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.