

# gudcina warranty conditions

## We take responsibility for our work!

raumplus GmbH is convinced of the quality of its products and of the materials used. As the special service of a manufacturer of exclusive closet and room divider solutions we offer our clients a comprehensive manufacturer's warranty, parts of which apply independent of statutory warranty obligations.

raumplus GmbH offers purchasers a

## 10 year warranty

covering any construction, manufacturing and workmanship defects of newly manufactured products occurring within this period and in accordance with the warranty conditions below.

### 1. Scope of warranty:

Should the end customer purchase gudcina products whose components were cut to size and assembled directly by raumplus GmbH as the manufacturer at its works to create a closet system, room divider, sliding doors, etc., then raumplus GmbH shall, where installation is carried out professionally and correctly, grant a 10 year warranty on:

- **Roller technology**
- **gudcina hinges**
- **Sliding door functions**
- **Basic frame constructions**
- **Aluminium profiles**
- **Connection technology**
- **Workmanship of the edges of closet sides and floors**

Should the end customer only purchase gudcina product components via a gudcina specialist dealer which are cut to size by the specialist dealer or a third party and then assembled to create a closet system, room divider, sliding doors, etc., then raumplus GmbH shall grant a 10 year warranty on:

- **Roller technology**
- **gudcina hinges**
- **Aluminium profiles**
- **gudcina connection technology**

Under no circumstances shall the warranty cover components which have no direct relationship to the basic and/or frame constructions of gudcina products.

The warranty shall exclude in particular any and all materials used to manufacture closet systems, room dividers, sliding doors, etc. such as, for e.g., chipboard, wood, wood veneer, mirrored and glass surfaces or any other materials insofar as they are not explicitly stated in Sect. 1. above.

Important: This manufacturer's warranty shall apply expressly in addition to and independent of the statutory and/or contractual warranty of the vendor. It shall apply following expiry of the statutory warranty period. It shall, however, be excluded should the purchaser make a claim on the vendor based on the statutory or contractual warranty which relates to the same defect. The purchaser's warranty rights vis-à-vis the vendor shall thus not be affected by this warranty.

**2.** The warranty claim shall exist against raumplus GmbH as the manufacturer. Warranty claims shall be asserted via the gudcina specialist dealer from whom the product was purchased. The products must be made available for appraisal of the warranty claim and for remedying of defects. The customer shall not have any claim to reimbursement of costs arising in connection with assertion of his warranty claim (such as, for e.g., telephone and postage costs; travel costs; etc.) based on this manufacturer's warranty if and insofar as raumplus GmbH has not acted in breach of contract.

**3.** The warranty period shall commence upon delivery and acceptance of the product by the dealer to the customer and/or upon purchase of the gudcina products by the customer.

4. This manufacturer's warranty shall only apply to gudcina products used, correctly operated, and installed by the customer in a private area.

The manufacturer's warranty shall not cover the following: Damages attributable to non-professional installation; excessive use and use for the purpose not intended; damages caused by accidents or acts of God; damages attributable to failure to observe gudcina specifications within the scope of this warranty certificate; incorrect use; willful destruction; unauthorized interference by unauthorized persons or pets; transport or drop-page damage; any and all kinds of soiling; damages to materials attributable to sharp, abrasive, or angular objects.

5. raumplus GmbH shall provide a warranty on the products stated within the scope of the above-mentioned warranty. Should repair of the damage be possible, then this shall be carried out within the period of the warranty. raumplus may, in this context, request the end customer to remove the components that need repair and mail them to raumplus at their own cost. Following the repair raumplus shall return the repaired components to the end customer, who will install them. The purchaser shall accept minor remaining visual defects. Should, at the purchaser's request, the components that need repair be substituted by a specialist company or the raumplus customer service, then the additional costs, etc. incurred must be borne by the purchaser.

Should repair not be possible or cannot be reasonably expected from raumplus GmbH on economic grounds, then the warranty object shall be substituted taking into consideration an appropriate fixed charge for usage equivalent to the product's deterioration in value due to use by the user. Should substitution also no longer be possible or cannot be reasonably expected from raumplus GmbH on economic grounds, then raumplus GmbH shall replace the defective warranty object with a product that is as comparable and equivalent as possible. raumplus GmbH shall have sole power to decide whether a defective product is repaired, substituted, or replaced. The warranty period shall not begin anew following repair, substitution, or replacement.

6. The purchaser's claims arising from this manufacturer's warranty may not be assigned without the consent of raumplus GmbH.

7. This warranty shall only be effective vis-à-vis the original purchaser and if the purchase can be proved in the form of a receipt or invoice stating the specialist dealer; the date of purchase and the purchase price.

8. The following shall be excluded from the warranty:

Damages attributable to usage outside of the private (non-commercial) domestic field or to external unauthorised interference.

- **Model-/Design-related characteristics.**
- **Product-typical characteristics / Signs of use.**
- **Wear and tear caused by excessive or improper use.**
- **Material-related colour deviations not affecting functionality**

9. Components covered by the warranty granted by raumplus GmbH in accordance with these provisions shall, within the above-mentioned warranty period, be replaced free of charge by raumplus GmbH. Should, at the request of the purchaser, replacement of these components be carried out by a specialist company or the raumplus customer service, then the costs incurred must be borne by the purchaser.

10. The warranty shall expire if the purchaser or any individual other than the gudcina specialist dealer carries out repairs or alterations to the contractual object without the written permission of raumplus GmbH.

11. By virtue of this warranty raumplus GmbH shall only bear the costs directly incurred to remedy defects to the warranty object within the scope of these provisions; shall not, however, be liable for any consequential losses, e.g. loss of use, unless damages are wilfully or grossly negligently caused by raumplus GmbH or raumplus GmbH has a statutory liability towards the purchaser arising from negligent breach of the principal obligations of this warranty agreement. The statutory and/or contractual warranty rights of the purchaser vis-à-vis the vendor shall not be affected by this provision.

12. Insofar as raumplus GmbH shall reject a warranty, then any claims arising from this warranty on the part of the customer shall fall under the statute of limitations within 6 months of receipt of the statement of rejection issued by raumplus GmbH.

13. This warranty agreement shall be governed exclusively by the laws of the Federal Republic of Germany. The place of jurisdiction shall be Bremen.