

# Jeremias Manufacturer's Guarantee

## I. General

In addition to the statutory warranty, Jeremias offers this manufacturer's guarantee in respect of Jeremias products to specialist companies/dealers (it does not apply to bought-in merchandise). It is valid irrespective of any mandatory liability provisions, for example as set out in product liability legislation, in cases of wilful intent and gross negligence, injury to life, body or health by Jeremias or its agents. A „specialist company/dealer“ within the meaning of this manufacturer's guarantee is any legal entity that has acquired a product in order to resell it or install it for third parties in pursuance of its commercial or self-employed professional occupation.

## II. Guarantee

Applies to Jeremias products purchased by the specialist company since 01.01.2013 (purchase receipt) that can be shown to have been installed in the proper manner: Jeremias guarantees the specialist company that its products have been manufactured from corrosion-resistant materials. Indicative in this regard is the state-of-the-art at the time the product was manufactured. Claims for compensation for consequential loss or product liability exist only insofar as permitted by the mandatory statutory provisions.

This guarantee is valid for a period of 25 years from date of purchase by the specialist company, but no more than 25 years and 3 months from the date of manufacture. The guarantee period is not extended by the rendering of any benefit within the framework of this guarantee, and especially not in the event of a repair or replacement. The guarantee period does not start afresh in such cases.

## III. Written notification of a fault

The specialist company can avail itself of the rights under this guarantee against Jeremias by submitting a written notification of a fault within the guarantee period. A precondition in this respect is that the specialist company notifies Jeremias of the fault within two months of the date when it became aware of it or must have been aware of it. The onus is on the specialist company to prove that the guarantee has not expired (for example by submitting the purchase receipt and a copy of the installation report of its end customer). Where appropriate, Jeremias is entitled to specify the date of manufacture as the start of the guarantee period.

## IV. Benefits in a guarantee case

Jeremias is free to decide to repair the product, to replace it or to refund the purchase price.

Normally, the specialist company will, with the prior agreement of Jeremias, repair the faulty product itself or arrange to have it repaired on site by another specialist organisation. In this case, the guarantee covers the free delivery of the necessary spare parts. Should Jeremias agree in writing to carry out the repair itself, Jeremias will then bear the costs associated with spare parts, installation and its own labour costs, in addition to any costs arising from the transport or delivery of the product. The end customer must provide access to the product.

In the event of a replacement, the old product will be replaced free of charge by a new product of the same type, quality and model. If the product in question has been discontinued at the time of the claim, Jeremias shall be entitled to supply a similar product.

Transport and delivery to and from Jeremias and to and from the dealer, every removal and reinstallation of the product or any other special measure may only be carried out with the prior agreement of Jeremias. If Jeremias agrees to the proposed measure, Jeremias will bear the costs associated with its implementation. Unless agreed otherwise, the specialist company undertakes to collect the new product from the nearest Jeremias dealer.

Should Jeremias elect to refund the purchase price and this decision is confirmed in writing, the user will return the product to Jeremias and Jeremias will refund the purchase price.

## V. Conditions and exclusions

A condition for the validity of this guarantee is that the product has been professionally installed and maintained according to the operating/installation instructions and the applicable state-of-the-art (e.g. by a specialist business or an authorised technical company) and adherence to the operating instructions and the use of Jeremias products in accordance with the technical instructions, servicing manuals and product certificates provided by Jeremias.

These conditions include, but are not limited to, acceptance of the system by a chimney sweep and the carrying out of regular maintenance and inspection work.

Assembly instructions, instructions for use and servicing instructions are enclosed with every product and can be found at [www.Jeremias.de](http://www.Jeremias.de).

The guarantee does **not** cover claims for:

- wearing parts, e.g. seals,
- paintwork
- moving parts, such as compensators, flue gas dampers, draught regulators,
- chimney doors, etc.
- flexible piping
- insulation
- consumables, e.g. granulates
- merchandise provided by other manufacturers
- minor deviations from the expected quality of Jeremias products that have no
- effect on the practical value of the product;
- defects to the product caused during the installation, transport and trial operation of the purchased item and finally
- demonstration products, etc

The guarantee is no longer **valid** in the event of:

- non-compliance with the assembly and servicing instructions and the instructions for use provided or those available for reference at [www.Jeremias.de](http://www.Jeremias.de);
- assembly, maintenance, repair or servicing by unqualified personnel;

- product damage caused by the purchaser, installer or third parties;
- damage due to normal wear and tear or wilful damage - in the case of negligence,
- a contributory negligence will be charged by mutual agreement - ;
- improper installation or start-up;
- inadequate or improper maintenance;
- products that have not been or are not being used in accordance with their intended purpose;
- damage due to force majeure or natural disaster, in particular, but not exclusively,
- in the event of damage caused by flood, fire or frost.

## VI. Exclusions from the guarantee

If a product defect is shown to be not covered by this guarantee, the costs incurred in sending and transporting the product will be borne by the specialist company/dealer. In addition, the specialist company/dealer bears the costs, including any labour costs, resulting from the examination of the product as well as the costs for dismantling and re-installing the product. If the specialist company/dealer is notified that there are no grounds for a claim under the guarantee, then it must pay for the costs that result from the repair work it requested as well as the costs for the spare parts and labour.

If the defect was not apparent on the product when it was delivered, then Jeremias will at its discretion and on a case-by-case basis decide whether it should be rectified as a gesture of goodwill. In this instance, the specialist company/dealer is not legally entitled to have the defect rectified.

## VII. Statutory rights

The user enjoys statutory rights in addition to those under the guarantee. These under certain circumstances more favourable rights for the specialist company/dealer are not restricted by the guarantee. Neither does the guarantee affect the rights available to the user against the specialist company/dealer.

## VIII. Prior to assembly:



### IMPORTANT!

Make absolutely certain that the ambient air and combustion air is not contaminated by chlorinated hydrocarbons.

Possible sources of chlorinated hydrocarbons include:

Industrial sources	
Chemical cleaning	Trichloroethylene, Tetrachloroethylene, fluorinated hydrocarbons
Degreasing baths	Perchloroethylene, Trichloroethylene, methylene chloride
Print shops	Trichloroethylene
Refrigerating machines	Methylene chloride, Trichlorofluoromethane, Dichlorodifluoromethane
Domestic sources	
Cleaning and degreasing agents (detergents, hair sprays)	Perchloroethylene, Methyl chloroform, Trichloroethylene, Methylene chloride, Tetrachlorocarbon, hydrochloric acid
Hobby rooms	
Solvents and thinners	Various chlorinated hydrocarbons
Aerosol sprays	Chlorinated/fluorinated hydrocarbons (Frigene)

- If wood is being burned, ensure that only natural wood that has not been painted or preserved in any way is burned. Ensure that natural wood has been held in storage for at least 2-3 years and that a residual moisture level of 20% is not exceeded. The assembly and operating instructions and requirements of the furnace manufacturer must also be observed.
- No chipboard, domestic waste, etc. may be burned.
- It is essential that the components do not come into contact with any ferritic metals or metals of an inferior quality.
- Handle the individual elements with the greatest of care. This will mean:
  - Finding a suitable storage location on the site.
  - Storing the components flat or at least in such a way that they cannot fall over.
  - Unpacking the individual parts immediately prior to assembly.
  - Protecting the elements at all times from flying sparks and dirt.

## X. Place of performance, place of jurisdiction and governing law

This guarantee is subject to German law to the exclusion of the UN treaty concerning contracts for the international sales of goods (CISG) of 11 April 1980. The place of performance for obligations arising from this guarantee is Wassertrüdingen, Germany.

As far as legally permissible, the place of jurisdiction is Ansbach, Germany.

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