

## Warranty Conditions Rawlplug S.A.

1. RAWLPLUG S.A. with its registered office in Wrocław, Poland ("Rawlplug") provides a commercial warranty for the device listed on <https://www.rawlplug.com/en/tool-service/warranty-conditions/> manufactured by Rawlplug ("tool") on terms and conditions below.
2. The warranty period is 24 months from the date of handover to the buyer and covers devices purchased and used in the territory of European Union (except for Romania). For countries not listed on <https://www.rawlplug.com/en/tool-service/warranty-conditions/> the warranty conditions are set individually for each buyer.
3. If the tool becomes defective during the warranty period due to faulty materials and/or workmanship, Rawlplug will undertake to correct the defect without charge, subject to below provisions.
4. The liability of Rawlplug under the above warranty is disclaimed and excluded if the buyer: (i) fails to deliver to the authorized service center a warranty card which has been properly completed by the seller, stating the date of sale and the serial number of the tool; and/or (ii) fails to deliver a properly completed complaint record (stating the reason for the complaint being filed) and/or a legible copy of the purchase document, such as a receipt or invoice (with the date of sale corresponding to that stated in the warranty card); and/or (iii) fails to submit a complaint under the warranty with all necessary documents mentioned above within 14 days from the discovery of the defect.
5. The buyer submits the warranty complaint to an authorized service center in the territory where the tools has been purchased. Contact details of authorized service centers are provided on <https://www.rawlplug.com/en/tool-service/>
6. Tools should be cleaned by the buyer before sending them to the authorized service center. The service center may refuse to accept to repair a product which has not been cleaned or clean it at the expense of the buyer.
7. The Buyer should pack the tool in a manner to avoid damage of the tool during transportation of the tool to the authorized service center. Rawlplug shall not be liable for any damage of the tool during transportation.
8. If Rawlplug accepts its liability under the warranty, Rawlplug undertakes to repair the device within 30 days from the date of its delivery to the authorized service center and covers the costs of transportation of the tool by a carrier chosen by Rawlplug. If Rawlplug refuses to assume its liability under the warranty costs of transportation of the tool to the authorized service center and back to the buyer will be borne by the buyer..
9. In the absence of spare parts, the repair period specified in item 5 may be extended by the time required to obtain the missing parts.
10. The authorized service center may replace the tool (in whole or in part) in the event that it cannot be repaired or due to expected high repair costs. If a product of the same type is not available, a different product with essentially identical parameters or technical characteristics may be provided to the buyer instead.
11. The decision of authorized service concerning warranty complaint and handling of the same shall be final.

12. The warranty does not cover the following defects:

- caused by misuse of the tool and/or use contrary to the operation manual and/or to the applicable safety regulations
- caused by overloading of the tool, leading to damage to the motor, gear or other components, as well as by using accessories other than those recommended by Rawlplug
- mechanical damage to the product
- attributable to the user (e.g. broken spindle lock, damaged housing, cut or torn out power supply cable, etc.), including but not limited to defects resulting from lack of or improper maintenance of the tool or neglect.
- being a consequence of an earlier defect which was not reported to Rawlplug and was not repaired as a result of the buyer's omission
- caused by inappropriate supply voltage, corrosion, fire, water, heat, lightning, weather conditions, other external factors, natural disasters, accidents, foreign objects or substances or force majeure;
- caused by using devices without the required filters, using inappropriate service fluids and, in the case of washers, feeding them with contaminated water
- appearing in products with broken warranty seals, or products repaired outside authorized service centres or modified in any way whatsoever by the buyer or third party.
- appearing in consumables and accessories supplied with the device, such as drill bits, discs, driving bits, point chisels, planing tools, blades, abrasive paper, abrasive sticks, auxiliaries (i.e. Allen keys, spanner for removing grinding discs in grinders), as well as in all other equipment or parts, which are subject to normal wear and tear
- resulting from normal wear and tear of such product components as: gaskets, drive belts, friction linings, fuses, service fluids and lubricants, batteries, beaters, rubber stops, drill chucks along with accessories, filters, carbon brushes of electric motors, hoses, lance holders, lances and nozzles, quick couplings, light bulbs.
- in tools whose serial numbers are illegible or have been mechanically removed
- in a battery caused by inappropriate use, natural battery wear and tear, mechanical damage;

13. The warranty is granted in accordance with applicable Polish laws excluding United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict of law rule. The above choice of law does not exclude, suspend or otherwise limit the buyer's rights or remedies against the seller resulting from non-conformity of the goods with the contract of sale in accordance with the laws applicable to the contract of sale.

14. Any other rights or remedies of the buyer against the manufacturer of the tools, other than those provided for in this warranty, are hereby disclaimed and excluded.

15. Any disputes between the buyer, being a consumer (non-professional), are not subject to out-of-court dispute resolution (alternative dispute resolution).

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[www.rawlplug.com](http://www.rawlplug.com)