

WARRANTY STATEMENT OF AKKU VISION GMBH



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Akku Vision GmbH, Industriestraße-West 6, D-63808 Haibach (hereafter referred to as "Akku Vision") offers commercial buyers (B2B) a durability guarantee apart from and in addition to our liability for defects subject to the below mentioned prerequisites and to the extent described in the following.

Akku Vision as manufacturer guarantees the faultless functionality of our rechargeable replacement batteries, if used as intended, in a time-restricted period.

"Commercial buyers" in terms of this manufacturer's guarantee describes any natural or legal person re-selling or installing the Akku Vision-product within the scope of their commercial and self-employed professional activity, having purchased the product from Akku Vision in the first place.

Under the below described conditions Akku Vision takes over the guarantee that the products purchased from Akku Vision and sold within the European Union (EU), Liechtenstein, Norway, and Switzerland will be free of defects during the agreed guarantee period, if used as intended. Should the Akku Vision product, however, become defective regarding its functionality, Akku Vision will decide whether to repair the product free of charge for commercial retailers or supply a free of charge replacement of the relevant or similar Akku Vision product in accordance with these guarantee provisions.

Guarantee Period

The guarantee period for rechargeable replacement batteries is 24 months and starts with the day of the commercial buyer's purchase from Akku Vision.

Exempt from this are products marked as second-hand goods, factory seconds or samples; they have a guarantee of 12 months, starting with the day of the commercial buyer's purchase from Akku Vision.

The guarantee period for accessories (e.g. chargers) is 24 months and starts with the day of the commercial buyer's purchase from Akku Vision.

Prerequisite of the manufacturer's guarantee

The guarantee policy assumes that the commercial buyer accepts this guarantee towards Akku Vision in writing.

This is carried out a) by completing the complaint form within 24 or 12 months from date of purchase on the Akku Vision homepage, to be called up under www.e-bike-vision.de and b) by submitting the original invoice evidencing the purchase of the product under the guarantee provision for Akku Vision products and c) by presenting the Akku Vision product, description of defect as well as evidence that the faulty functionality has occurred within the guarantee period. Submitting the invoice of the purchased product will suffice as evidence.

Guarantee assurance

Akku Vision guarantees that its products are free from material-, manufacturing-, and design faults. The state-of-the-art technology and science is relevant at the time of production.

This guarantee assurance is made under the condition that

- Akku Vision products are used as intended, Akku Vision rechargeable replacement batteries were used, Akku Vision rechargeable replacement batteries are only charged with the original charger of the drive manufacturer or were charged with an Akku Vision charger;
- Akku Vision products were not subjected to any attachments or conversions resp. other modifications carried out by the owner himself;
- maintenance and care of Akku Vision products are carried out according to the Akku Vision operating instructions;
- mounting and installation is carried out according to the Akku Vision installation instructions;
- the material surface of Akku Vision products is not treated properly by using any chemical and physical substances that cause damage, for example, by using wrong cleaning agents or (sharp) objects. Damage caused in this way is not covered by the guarantee (promise).

This assurance does not apply to Akku Vision products that were bought as second-hand goods, factory seconds or samples.

This guarantee refers exclusively to Akku Vision products that were purchased directly from Akku Vision. Akku Vision products that fell under the guarantee assurance in any other way are explicitly excluded from this guarantee.

Furthermore, defects are excluded that are caused by:

- inappropriate operation, e.g. overheating, wrong connection, short circuit or wrong poling, immersing in water or other liquids, cleaning with a high pressure- or steam cleaner, deep discharging, overcharging or dropping the product;
- Using accessories not approved by Akku Vision;
- Causing unintentional or intentional damage;
- Operation outside of the technical specification;
- Damage not caused directly at the device for which our guarantee will apply;
- Greasing contacts with contact spray, lubricants or similar;
- Amendments / modifications / repairs / conversions / additional fittings or upgrading

Guarantee performances

The guarantee performance is exclusively realised by Akku Vision's decision to carry out free of charge repairs or to supply a replacement product of a relevant or similar and same quality to the commercial buyer, provided defects occur during the guarantee period. Akku Vision reserves the right to adapt the guarantee performance to the technical progress.

Costs, expenses, postage and such incurred by the guarantee holder will not be reimbursed; in the same way neither will assembly-, dismantling-, and transport costs be reimbursed. Damage caused by factory standstill, loss of profits and consequential damage based on the defective Akku Vision product is not covered by the guarantee assurance.

Claims for a replacement of consequential damage or in respect of product liability only apply in compliance with mandatory legal regulations.

The guarantee applies without prejudice of other mandatory statutory provisions, such as e.g. according to the Product Liability Act, in cases of intent and gross negligence, injuring life, body or health caused by Akku Vision or its vicarious agents.

Unjustified complaints

Announced complaints or sent in complaints that are rejected by Akku Vision due to missing evidence, expired guarantee periods or not acknowledged defects will be returned and the charges invoiced.

The costs for handling, logistics, test, and documentation amount to 35.00 Euros net (DE, AT, NL), resp. 50.00 Euros net (for EU, Liechtenstein, Norway, Switzerland).

Repair estimates will always be agreed upon beforehand with the commercial buyer.