

1. Terms of Warranty and Guarantee

1.1 Scope of application

The following provisions govern the rights arising from purchase contracts between STEMA Metalleichtbau GmbH (hereinafter: STEMA) and traders, legal entities under public law or a special fund under public law to whom warranty claims accrue (hereinafter: buyer). As a rule, these claims shall be determined in accordance with the statutory provisions unless otherwise stipulated below.

1.2 Duty to report defects, 377 German Commercial Code (HGB)

A prerequisite for the assertion of warranty claims is that the purchase item delivered must be inspected by the buyer for defects upon receipt, and any defects must be reported to STEMA within a reasonable period (not exceeding 7 working days). If the buyer omits to report defects, the goods shall be deemed approved, and warranty claims shall thus be excluded.

Defects that are not visible upon inspection of the goods (so-called hidden defects) must likewise be reported immediately after discovery, Section 377 (3) HGB.

The notification of defects by the buyer must be in text form.

1.4 Supplementary performance

If the object of purchase is defective, the buyer may, with the granting of a reasonable time limit, demand that STEMA render supplementary performance. In this respect, the choice of whether to eliminate the defect or deliver a defect-free item shall fall to STEMA.

If supplementary performance by STEMA has failed twice, the buyer shall be entitled to the further warranty claims.

Necessary expenditure on the elimination of defects shall be borne by STEMA unless the buyer has increased this expenditure by moving the purchase item to a place other than the place of performance.

1.5 Rescission

The buyer shall be entitled to the further statutory warranty rights only if supplementary performance by STEMA has failed twice or has been refused without justification, or a reasonable time limit for supplementary performance has not been adhered to. The buyer may demand a reduction in the purchase price in accordance with Section 441 German Civil Code (BGB) or rescind the contract.

1.6 Limitation of liability

STEMA shall be liable for wrongful intent or gross negligence without limitation.

Except in cases of injury to life, body or health, STEMA shall be liable for ordinary negligence only insofar as duties material to the contract (material duties) have been breached. Liability shall be limited to the foreseeable loss or damage typical of this type of contract.

In this respect, the above limitations of liability shall also apply in the event of breaches of duty by persons whose fault is attributable to STEMA according to the statutory provisions.

Liability beyond the foregoing shall be excluded regardless of the legal nature of the claim asserted. However, the above limitations or exclusions of liability shall not apply to no-fault liability stipulated under mandatory law or to liability arising from a no-fault guarantee.

1.7 Exclusion of the warranty

There shall be no warranty claims where a defect has arisen due to improper use, incorrect operation or impermissible alterations to the product by the buyer. The operating, maintenance and care instructions as well as assembly instructions must be observed.

1.8 Warranty period

In the case of commercial use, the buyer's warranty rights shall become time-barred 12 months after delivery of the purchase item. Otherwise, the maximum statutory period of 24 months shall apply.

2. Warranty and terms of warranty for consumers (end customer)

Scope of application

These following warranty guidelines shall apply to all purchase contracts concluded between STEMA Metalleichtbau and consumers, or upon transfer of the warranty (assignment) by our contractual partner to us.

2.1 Warranty claims

Warranty claims shall be based on the provisions of the German Civil Code (BGB).

2.2 Delimitation from the guarantee (Section 443 BGB)

The guarantee is a voluntary extra service from us, as the manufacturer or seller, and is independent of the warranty. Our guarantee does not cover compensation for other loss or damage. This includes functional failure caused by wages expended in vain, lost usage benefits, lost profit, and the like. Only the company STEMA Metalleichtbau GmbH shall issue binding declarations in the context of STEMA's service under the guarantee. These must be in writing. The service under the guarantee shall not cover the costs for essential maintenance measures. A repair shall not extend the guarantee period.

2.3 Contact

For queries or for the assertion of warranty/guarantee claims, please contact our customer service on the homepage: www.stema.de » Menu Service » Contact » Guarantee & Service.