



## Guarantee agreement

Wagner professional guarantee (version 17.08.2018)

### 1. Scope of guarantee

All Wagner professional paint application units (referred to as products below) are carefully checked and tested and undergo Wagner's stringent quality control inspections. Wagner extended guarantee is exclusively for commercial or professional users who have purchased the product from an authorised retailer (referred to as "Customer" below) and is for the products listed below <https://go.wagner-group.com/3plus2> on our website.

Purchaser's claim for liability in respect of defects as set out in the purchase agreement with the seller as well as any statutory rights are not affected by this guarantee. Under the terms of the guarantee, we may, at our discretion, decide to replace or repair the product or parts thereof or to take back the unit and offer reimbursement of the purchase price. The costs of labour and materials will be borne by us. Any replaced products or parts shall become our property.

### 2. Guarantee period and registration

The guarantee period is 36 months. In the case of industrial use or equivalent demands such as, and in particular, shift work or leasing, the period shall be 12 months.

We also provide a 12-month guarantee in respect of petrol and air motors. The guarantee period starts on the day of delivery by the authorised retailer. Proof of the date will be taken from the original purchase document. For all products purchased from an authorised retailer as of 01.02.2009 the guarantee period shall be extended by 24 months provided that the purchaser registers the unit within 4 weeks following the date of delivery by the authorised retailer in accordance with the provisions set out below.

Registration must be performed on the Internet at <https://go.wagner-group.com/3plus2>. Confirmation is provided by the guarantee certificate as well as the original purchase document indicating the purchase date. Registration is only possible if the purchaser agrees to the storage of the data that has to be entered during the registration process. The provision of services under the terms of the guarantee shall not result in the guarantee period for the product being either renewed or extended. Following the expiry of the guarantee period, claims arising out of the guarantee can no longer be made or enforced.

### 3. Procedure

If any material, machining or performance defects are identified in the unit within the guarantee period then the guarantee claims must be made immediately and within a period of no more than 2 weeks.

The authorised dealer that delivered the unit is also authorised to receive guarantee claims. However, guarantee claims can also be made at the points of service listed in the Operating Instructions. The product must be sent carriage-paid or presented together with the original purchase document indicating the date of purchase and the product designation. To take advantage of the guarantee extension, the guarantee certificate must also be enclosed. The customer shall bear the costs and risk of loss or damage to the product on the way to or from the location acting as the point of reception for the guarantee claim or returning the repaired product to the customer.



#### **4. Exclusion from warranty**

Warranty claims will not be considered in the case of

- parts subject to natural wear and tear from use or other reasons, as well as defects on the product attributable to natural wear and tear from use or other reasons. In particular, this applies to cables, valves, packings, nozzles, cylinders, pistons, housing components carrying fluid, filters, hoses, seals, rotors, stators, etc.  
Damage attributable to wear and tear, in particular caused by abrasive coating substances such as emulsions, plaster, filler, adhesive, glazes, quartz primer.
- faults on devices attributable to failure to comply with operating instructions, unsuitable or incorrect use, faulty installation or commissioning by the purchaser or third parties, use not in accordance with the designated use, abnormal ambient conditions, unsuitable coatings, chemical, electrochemical or electrical influences, unsuitable operating conditions, operation with the incorrect mains voltage/frequency, overloading or defective servicing or care and/or cleaning.
- faults on the device attributable to using accessories, additional components or spare parts that are not original Wagner parts.
- products which have been modified or supplemented.
- products on which the serial number has been removed or is illegible
- products which have undergone attempted repairs by unauthorised persons.
- products with minor deviations from the nominal composition which are not significant with regard to the value and utility of the device.
- products that have been partially or completely dismantled.

#### **5. Supplementary provisions**

The aforementioned warranties apply exclusively to products purchased from an authorised retailer in the EU, CIS or Australia and used in the country of purchase. If the examination reveals that no warranty situation applies, repairs shall be carried out at the expense of the buyer. The aforementioned provisions govern the legal relationship with our company definitively. Additional claims, in particular for damage and losses of any type, which occur as a result of the product or its use are excluded from the product liability act except with regard to the area of application. Claims for defects against the retailer are not affected by this. This warranty is subject to German law; the contractual language is German. In the event that the meanings of the German text and of a foreign-language version of the text of this warranty differ from one another, the meaning of the German text shall take precedence.

J. Wagner GmbH  
Division Professional Finishing  
Otto-Lilienthal-Straße 18  
88677 Markdorf  
Federal Republic of Germany