

## GARANTIE - WARRANTY - GARANZIA - GARANTÍA

Gegen Vorlage der Garantieunterlage (Original-Kaufbeleg) werden innerhalb der jeweils gültigen Gewährleistungsregelungen kostenlos alle Reparaturen ausgeführt, die nach unseren Feststellungen wegen Material-, Bearbeitungs- und Montagefehlern erforderlich sind. Verbrauchs- und Verschleißteile sind hiervon ausgeschlossen. Hierzu muss die Maschine bzw. das Elektrowerkzeug frachtfrei an das Werk oder an eine MAFELL-Kundendienststelle geschickt werden. Vermeiden Sie, die Reparatur selbst zu versuchen, da dadurch der Garantieanspruch erlischt. Für Schäden, die durch unsachgemäße Behandlung oder durch normalen Verschleiß entstanden sind, wird keine Haftung übernommen.

Upon presentation of the warranty document (original invoice), we will carry out all repairs free of charge in accordance with the applicable warranty provisions, processing and mounting faults free of charge on presentation of this properly filled-in Guarantee Certificate and your original receipt. This is not valid for consumables and wearing parts. For this purpose, the machine or the electric tool is to be forwarded freight paid to our plant or to an authorized MAFELL repair service. Refrain from trying to carry out the repairs yourself as otherwise your warranty claim will become extinct. We do not accept any liability for any damage resulting from improper handling or normal wear.

Sur présentation de cette carte de garantie, dûment remplie par votre fournisseur et accompagnée de l'original de la pièce justifiant l'achat, nous effectuerons gratuitement toutes les réparations faisant l'objet d'un recours en garantie pendant la période indiquée, de la construction ou de la fabrication, à l'exclusion des pièces de consommation et d'usure. La machine ou l'outil électrique doit être pour cela expédié franco de port à notre usine ou à un atelier de service après-vente MAFELL. Évitez de procéder vous-mêmes à toute réparation, ceci périmant tout recours en garantie par la suite. Nous déclinons toute responsabilité en cas de dommages découlant d'une manipulation non conforme ou d'une usure normale.

Dietro presentazione del presente certificato di garanzia, regolarmente compilato, insieme alla ricevuta originale, vengono eseguite gratuitamente tutte le riparazioni necessarie riscontrate dai nostri accertamenti, entro il periodo di garanzia vigente, dovuti a difetti di materiale, di lavorazione o di montaggio. Da ciò sono esclusi pezzi di consumo e pezzi soggetti ad usura. A questo scopo la macchina ovvero l'apparecchio elettrico va spedito franco di porto allo stabilimento oppure a d un punto di assistenza clienti della MAFELL. Evitate di tentare Voi stessi di effettuare la riparazione, altrimenti il diritto di garanzia viene revocato. Non ci assumiamo alcuna responsabilità per danni derivanti da trattamento non conforme o da normale usura.

Tegen vertoon van dit reglementair ingevuld garantie-bewijs, samen met het originele koopbewijs worden binnen de telkens geldige garantieregelingen gratis alle reparaties uitgevoerd, die volgens onze constatering op grond van materiaal-, bewerkings- en montagefouten vereist zijn. Verbruik- en slijtagedelen zijn hiervan uitgesloten. Hiervoor moet de machine resp. het elektrogereedschap vrachtvrij naar de fabriek of naar een MAFELL-klantenservice worden gestuurd. Vermijdt u het de reparatie zelf uit te voeren, omdat daardoor de garantieclaim vervalt. Voor schade die door ondeskundige behandeling of door normale slijtage is ontstaan, wordt geen aansprakelijkheid aanvaardt.

Presentando este documento de garantía (recibo original de compra), todas las reparaciones necesarias por defectos de material, errores de mecanizado o faltas de montaje en el marco de las reglamentaciones de la garantía concedida por parte del fabricante se efectuarán libre de gastos. Se excluyen sin embargo piezas fungibles o de desgaste. Para ello, entregue a porte pagado la máquina o la herramienta eléctrica a las fábricas del fabricante o a uno de los puntos de asistencia técnica de MAFELL. No realice nunca las tareas de reparación a cuenta propia. De lo contrario, caducará el derecho a garantía. No se asumirá responsabilidad alguna por los daños que se desprendan del uso inapropiado ni por el desgaste en el uso diario.



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## Terms of Use

### 1 Scope

- 1.1 Any use of this web site provided by Mafell AG "Mafell AG -Web Site", is subject to these Terms of Use. These Terms of Use may be amended, modified or replaced by other terms and conditions, e.g. for the purchase of products and services. With log-in, or where a log-in is not required, in accessing or using the Mafell AG Web Site these Terms of Use are accepted in their then current version.

### 2 Services

- 2.1 This Mafell AG Web Site contains specific information and software, as well as - as the case may be - related documentation, for viewing or downloading..
- 2.2 Mafell AG may stop the operation of the Mafell AG Web Site in full or in part at any time. Due to the nature of the internet and computer systems, Mafell AG cannot accept any liability for the continuous availability of the Mafell AG Web Site.

### 3 Registration, Password

- 3.1 Some pages of the Mafell AG Web Site may be password protected. In the interest of safety and security of the business transactions, only registered Users may access said pages. Mafell AG reserve the right to deny registration to any User. Mafell AG particularly reserve the right to determine certain sites, which were previously freely accessible, subject to registration. Mafell AG is entitled, at any time and without obligation to give reasons, to deny the User the right to access the password-protected area by blocking its User Data (as de-fined below), in particular if the User
  - uses false data for the purpose of registration;
  - violates these Terms of Use or neglects its duty of care with regard to User Data;
  - violates any applicable laws in the access to or use of the Mafell AG Web Site; or
  - did not use the Mafell AG Web Site for a longer period.
- 3.2 For registration the User shall give accurate information and, where such information changes over time, up-date such information (to the extent possible: online) without undue delay. The User shall ensure that its e-mail address, as supplied to Mafell AG, is current at all times and an address at which the User can be contacted.
- 3.3 Upon registration the User will be provided with an access code, comprising a User ID and a password ("User Data"). On first access the User shall promptly change the password received from Mafell AG into a password known only to the User. The User Data allows the User to view or change its data or, as applicable, to withdraw its consent to data processing.
- 3.4 The User shall ensure that User Data is not accessible by third parties and is liable for all transactions and other activities carried out under its User Data. At the end of each online session, the User shall log-off from the password protected websites. If and to the extent the User becomes aware that third parties are misusing its User Data the User shall notify Mafell AG thereof without undue delay in writing, or, as the case may be, by e-mail.
- 3.5 After receipt of the notice under paragraph 3.4, Mafell AG will deny access to the password-protected area under such User Data. Access by the User will only be possible again upon the User's application to Mafell AG or upon new registration.
- 3.6 The User may at any time request termination of its registration in writing, provided that the deletion will not violate the proper performance of contractual relationships. In such event Mafell AG will remove all user data and other stored personally identifiable data of the User as soon as these data is no longer needed.

### 4 Rights of Use to Information, Software and Documentation

- 4.1 The use of any information, software and documentation made available on or via this Mafell AG Web Site is subject to these Terms of Use or, in case of updating information, software or documentation, subject to the applicable license terms previously agreed to with Mafell AG. Separately agreed to license terms shall prevail over these Terms of Use.

- 4.2 Mafell AG grants User a non-exclusive and non-transferable license, which may not be sublicensed, to use the information, software and documentation made available to the User on or via the Mafell AG Web Site to the extent agreed, or in the event of no such agreement to the extent of the purpose intended by Mafell AG in making same available.
- 4.3 Software shall be made available at no expense in object code. There shall be no right for the source code to be made available. This shall not apply to source code related to open source software, which license conditions take priority over these Terms of Use in the case of transfer of open source software and which conditions require the making available of the source code. In such case Mafell AG shall make the source code available in return for the payment of costs.
- 4.4 Information, software and documentation may not be distributed by the User to any third party at any time nor may it be rented or in any other way made available. Unless such is allowed by mandatory law, the User shall not modify the software or documentation nor shall it disassemble, reverse engineer or decompile the software or separate any part thereof. The User may make one backup copy of the software where necessary to secure further use in accordance with these Terms of Use.
- 4.5 The information, software and documentation are protected by copyright laws as well as international copyright treaties as well as other laws and conventions related to intellectual property. The User shall observe such laws and in particular shall not modify, conceal or remove any alphanumeric code, marks or copyright notices neither from the information nor from the software or documentation, or any copies thereof.

## **5 Intellectual Property**

- 5.1 Notwithstanding the particular provisions in § 4 of these Terms of Use, information, brand names and other contents of the Mafell AG Web Site may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise used in any other way without the prior written permission of Mafell AG.
- 5.2 Except for the rights of use and other rights expressly granted herein, no other rights are granted to the User nor shall any obligation be implied requiring the grant of further rights. Any and all patent rights and licenses are expressly excluded.

## **6 Duties of the User**

- 6.1 In accessing or using the Mafell AG Web Site the User shall not
- harm other persons, in particular minors, or infringe their personal rights;
  - breach public morality in its manner of use;
  - violate any intellectual property right or any other proprietary right;
  - upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;
  - transmit, store or upload hyperlinks or contents to which the User is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or
  - distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material and the User shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.
- 6.2 Mafell AG may deny access to the Mafell AG Web Site at any time, in particular if the User breaches any obligation arising from these Terms of Use.

## **7 Hyperlinks**

The Mafell AG Web Site may contain hyperlinks to the web pages of third parties. Mafell AG shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as Mafell AG does not control the information on such web pages and is not responsible for the contents and information given thereon. The use of such web pages shall be at the sole risk of the User.

## **8 Liability for defects of title or quality**

- 8.1 Insofar as any information, software or documentation is made available at no cost, any liability for defects as to quality or title of the information, software and documentation especially in relation to the correctness or absence of defects or the absence of claims or third party rights or in relation to completeness and/or fitness for purpose are excluded except for cases involving willful misconduct or fraud.
- 8.2 The information on the Mafell AG Web Site may contain specifications or general descriptions related to the technical possibilities of individual products which may not be available in certain cases (e.g. due to product changes). The required performance of the product shall therefore be mutually agreed in each case at the time of purchase.

## **9 Other Liability, Viruses**

- 9.1 The liability of Mafell AG for defects in relation to quality and title shall be determined in accordance with the provisions of § 8 of these Terms of Use. Any further liability of Mafell AG is excluded unless required by law, e.g. under the Act on Product Liability or in cases of willful misconduct, gross negligence, personal injury or death, failure to meet guaranteed characteristics, fraudulent concealment of a defect or in case of breach of fundamental contractual obligations. The damages in case of breach of fundamental contractual obligations are limited to the contract-typical, foreseeable damage if there is no willful misconduct or gross negligence.
- 9.2 Although Mafell AG makes every endeavor to keep the Mafell AG Web Site free from viruses, Mafell AG cannot make any guarantee that it is virus-free. The User shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.
- 9.3 §§ 9.1 and 9.2 do not intend nor imply any changes to the burden of proof to the User's disadvantage.

## **10 Export Controls**

- 10.1 The export of certain information, software and documentation may, e.g. due to its nature or intended use or final destination, be subject to authorization. The User shall strictly conform with the export regulations for information, software and documentation, in particular with those of the EU as well as the individual EU member states and the USA. Mafell AG shall label information, software and documentation in relation to German and EU export control lists and U.S. Commerce Control List.
- 10.2 The User shall particularly check and verify that
- the information, software and documentation shall not be used for any purpose related to armaments, nuclear technology or weapons;
  - no undertaking or person listed in the U.S. Denied Persons List (DPL) shall receive commodities, software or technology of U.S. origin;
  - no undertaking or person named in the U.S. Warning List, U.S. Entity List or U.S. Specially Designated National List shall receive items of U.S. origin without a license; and
  - no undertaking or person named in the Specially Designated Terrorists List, Foreign Terrorist Organizations List, Specially Designated Global Terrorists List or in the Terrorists List of the EU shall receive goods;
  - no military consignees shall be supplied;
  - the early warning instructions of the respective German authorities shall be observed.

Access to software, documentation and information on the Mafell AG Web Site shall only take place if such conforms with the above checks and guarantees. Where the User does not comply with the above, Mafell AG shall not be obliged to perform.

- 10.3 Upon request Mafell AG shall inform the User of the relevant contact points for further information.

## **11 Data Privacy Protection**

The customer will be inform, that his personal facts will be save for secureness in written and in digital form. If he offences against these terms of use or against the german law, Maffel AG can hand on these facts at thirds. For collection, use and processing of personally identifiable data of the User of the Mafell AG Web Site, Mafell AG shall comply with applicable laws on data privacy protection and the [www.Mafell.de](http://www.Mafell.de).

## **12 Supplementary Agreements, Place of Jurisdiction, Applicable Law**

12.1 Any supplementary agreement requires the written form.

12.2 The place of jurisdiction shall be Oberndorf, Germany.

12.3 The individual pages of the Mafell AG Web Site are operated and administered by Mafell AG.

The pages comply with the law applicable in the country where the responsible company has its business residence. Mafell AG makes no representation that information, software and/or documentation on the Mafell AG Web Site are appropriate or available for viewing or downloading at locations outside such country. If Users access Mafell AG Web Site from outside such country, they are exclusively responsible for compliance with all applicable local laws. Access to Mafell AG Web Site's information, software and/or documentation from countries where such content is unlawful is prohibited. In this case and where User seeks to do business with Mafell AG, the User should contact the Mafell AG representative for the particular country for country specific business.

12.4 These Terms of Use shall be governed by the laws of Germany, to the exclusion of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) of 11 April 1980 is excluded.