

# Warranty Terms of BACHMANN Group

April 2026

## I. Scope of application

- (1) This limited warranty is a voluntary additional service provided by the Bachmann Group ("BACHMANN", "we") within the meaning of Section 443 of the German Civil Code (BGB). It does not give rise to any claims beyond those set out below. This warranty applies exclusively in accordance with the following terms and conditions.
- (2) The warranty agreement is entered into exclusively with direct contractual partners for products purchased on or after 04/01/2026.
- (3) This warranty does not limit the contractual partner's statutory warranty rights under Sections 434 et seq. BGB against the seller of the product.

## II. Warrantor

- (1) The warrantor is the respective Bachmann Group company that has entered into the contract.
- (2) This warranty applies exclusively to products purchased directly from the warrantor and for which these warranty terms were expressly incorporated by reference at the time of sale.
- (3) These warranty terms alone govern the content and scope of the warranty. Oral assurances, advertising statements, or product descriptions do not give rise to any warranty obligation unless they are expressly designated as a warranty.

## III. Commencement of the warranty and definition

- (1) This warranty begins upon transfer of risk to the customer.
- (2) As a general rule, the warranty period for all products is **3 years** (the "base warranty").

The following products are subject to different warranty periods:

Monitor arms	= 10 year base warranty
Batteries	= 2 year base warranty

## IV. Optional warranty extension

- (1) At an additional charge, BACHMANN offers its business partners the option of extending the warranty period. A warranty extension is available only based on a specific order or line item and applies only if an extension has been expressly agreed.
- (2) An extended warranty shall be deemed to have been agreed if it is listed in the applicable contractual documents (quotation, order confirmation, invoice) as a separate line item or with a stated extended warranty period.
- (3) The extended warranty period extends the base warranty period up to the maximum warranty period stated in the contractual documents.
- (4) Warranty extensions may also be agreed retroactively, but only following individual review and without any entitlement thereto.
- (5) To the extent that different warranty periods are agreed in an individual contract, those provisions shall prevail over the above terms.

## V. Existence of a defect

- (1) We develop, manufacture, and test our products to the highest quality standards. This limited warranty covers the product's contractually agreed characteristics at the time of transfer of risk and protects the customer against an initial defect that becomes apparent only later during the warranty period despite intended use.
- (2) "Intended use" applies, among other things, if the following non-exhaustive conditions are met:
  - The product is used in accordance with BACHMANN's then-current operating, installation, and safety instructions, as well as its technical specifications (e.g., rated voltage, connection type, environment).
  - Installation and commissioning of the product were carried out properly.
  - The product was used as intended at all times. This includes, in particular, that overloading and misuse were excluded at all times.
- (3) BACHMANN warrants compliance with the agreed characteristics as of the time of transfer of risk.
- (4) Damage arising from use of the product that was caused, among other things, by the following types of use, and also transport damage, is not covered by this warranty:
  - improper use outside the scope of intended use
  - failure to observe the technical documentation, in particular the operating, installation, and safety instructions
  - faulty or improper installation, assembly, or commissioning
  - improper modifications or repairs made by customers or third parties and not approved by BACHMANN
  - opened, altered, or modified products
  - damage to the housing caused by unusually frequent disassembly / assembly

- other defects that were already known at the time of purchase
- force majeure (e.g., natural events)
- external factors (e.g., overvoltage, water/moisture, chemicals, unsuitable environmental conditions)

- (5) The same applies to defects that impair a product's value or suitability only insignificantly, as well as to natural wear and aging resulting from intended use of the product.
- (6) Cosmetic defects (e.g., scratches, color variations) are likewise not covered by this warranty. If the statutory requirements are met, such defects may be asserted under statutory warranty rights.

## VI. Warranty claims in the event of defects

- (1) If a product covered by this warranty is defective within the meaning of Section 5, the customer shall only have, under this warranty, a right to subsequent performance in the form of repair or replacement. BACHMANN shall have sole discretion to decide whether to repair the defective product or supply the customer with a new product that is substantially equivalent to the defective product.
- (2) To the extent required by law, the customer must comply with its obligations to inspect the goods without undue delay and to give notice of defects without undue delay (Section 377 of the German Commercial Code (HGB)). This warranty does not apply in cases in which statutory warranty rights would be excluded due to a violation of Section 377 HGB.
- (3) Based on this warranty, the customer may not assert any claims beyond those set out in Section 6.1 and, in particular, may not assert any claims for damages or reimbursement of expenses such as transport or service costs, withdraw from the purchase contract, or demand a reduction in the purchase price.
- (4) No further claims arise under this warranty.
- (5) Statutory warranty rights remain unaffected. In particular, the contractual partner may assert claims for damages or reimbursement of expenses subject to the requirements of statutory warranty law.

## VII. Assertion of claims

- (1) Claims under this warranty must be asserted directly against the warrantor in writing (text form shall be sufficient).
- (2) To substantiate the claim, the following documentation must be submitted and the following additional information must be provided:
  - Proof of purchase (order / invoice / delivery note) and the purchase date / date of transfer of risk.
  - Product designation, item number, and serial number (if available).
  - Description of the defect, including conditions of use and, where applicable, photos / videos.
  - Information concerning the installation / mounting situation (if relevant).
- (3) BACHMANN may require the product to be returned for inspection. Please return products only after prior approval has been granted and a return slip has been issued. Please use suitable packaging when doing so.
- (4) Replaced parts or products shall become the property of BACHMANN to the extent permitted by law.
- (5) Repairs, replacement deliveries, or other services neither extend nor restart the warranty period. Repaired or replacement parts are covered only by the remaining portion of the original warranty period within the meaning of Section 3.1. Statutory warranty rights and the applicable limitation periods remain unaffected.

## VIII. Miscellaneous

- (1) This warranty shall be governed by the laws of the Federal Republic of Germany.
- (2) The exclusive place of jurisdiction for all disputes arising out of or in connection with this warranty shall be Stuttgart.