

Mr Beam Warranty Plus Conditions

§ 1 General

- (1) Mr Beam Warranty Plus is a dependent warranty which can only be stipulated through a purchase contract for one of the devices mentioned in § 4 (1). The purchase of the guarantee plus is only possible in connection with a purchase of the equipment mentioned in § 4 (1). A subsequent purchase of the guarantee plus is not possible. The guarantor is the company identified on the sales receipt as the seller of the device (hereinafter referred to as the guarantor).
- (2) The policyholder can be either a company or a natural person who are concluding a legal transaction for purposes which can be attributed neither to their commercial nor their self-employed activity (consumer).
- (3) Claims for the Plus Warranty can only be made for equipment that's located in a country to which the guarantor delivers their goods. The Plus Warranty benefits can only be claimed in these countries.
- (4) For the assertion of warranty claims, only these conditions apply. Any contrary agreements shall only be applicable with the express written consent of the Guarantor.

§ 2 Statutory liability for material defects

- (1) Claims arising from the statutory liability for material defects shall apply in addition to Mr Beam Warranty Plus on usage and shall not be affected by it.
- (2) Services rendered within the scope of Mr Beam Warranty Plus do not constitute an acknowledgment of claims within the scope of statutory warranty.

§ 3 Start/end of Mr Beam Warranty Plus

- (1) The warranty period begins with the handover of the device and full payment of the warranty's retail price.
- (2) The warranty period can be either three or five years, depending on the contract stipulated.
- (3) The warranty period ends prematurely if the device is taken back by the guarantor in accordance with § 5 (2).

§ 4 Features of Mr Beam Warranty Plus

- (1) The guarantor grants a warranty against material or manufacturing defects (warranty case) on the purchased device for either three or five years, depending on the stipulated contract. Mr Beam Warranty Plus may only be purchased for products expressly recognized on the official Mr. Beam website (Benefits Applies to: Mr Beam II and Mr Beam II in connection with the purchase of Mr Beam II & Air Filter Bundle).
- (2) The following damages are expressly not covered by Mr Beam Warranty Plus:
 - Damages caused by improper or incorrect use of the device and faulty installation.
 - Damages caused by lightning, water, fire, unpredictable forces, incorrect voltage, inadequate ventilation or other reasons beyond the control of the guarantor.
- (3) Regular inspection, maintenance and repair or replacement of equipment parts due to normal wear and tear, especially for typical wear and tear parts.

§ 5 Warranty services

- (1) In the event of a warranty claim, the defective device or part of the device will be repaired free of charge by the guarantor.
- (2) If the device's repair is impossible or financially impractical, it is at the discretion of the guarantor to provide the policyholder with a replacement device instead of repairing the device or device part. The exchange shall be made with a new device of the same kind, quality, and service (replacement device). As a replacement device, a technically equal device from another series or manufacturer can also be handed over. Alternatively, it is at the discretion of the guarantor to fulfil their obligation under Mr Beam Warranty Plus by refunding 100% of the sale price to the policyholder. The refund will be made step by step in exchange of the defective device.
- (3) The guarantor guarantees a repair within five workdays after official receipt of the device. If a repair is not possible within this period, the guarantor will provide the policyholder with a loan device free of charge for the duration of the repair.
- (4) Mr Beam Warranty Plus does not include liability for consequential damages.
- (5) Data may be lost during repair. It is therefore the responsibility of the policyholder to backup their data before handing over the device for repair. The warranty does not cover data backup.
- (6) With the assertion of warranty claims, the policyholder shall declare any other claims against third parties to the guarantor regarding the specific device's defect.

§ 6 Rental equipment

- (1) If the guarantor gives a loan device to the policyholder in accordance with these conditions, the policyholder is not entitled to transfer its use to third parties.
- (2) The policyholder is obliged to return the loaned equipment to the guarantor within 5 workdays upon request. When the period expires, a 3% daily fee for the loaned device's current value will be due as compensation for further use of

the loaned device. The policyholder is responsible for the delayed return. This does not affect the right of the policyholder to prove lesser damage.

(3) The guarantor is entitled to the right of retention on the policyholder's equipment given back for repair until they have returned the loaned equipment or paid the damages in the event of late return or loss.

§ 7 Registration of warranty claims

- (1) The registration of warranty claims takes place via the telephone number stated in the warranty certificate.
- (2) The policyholder shall present proof of purchase during notification of warranty claims. A digital purchase receipt is sufficient for this purpose.
- (3) In the case of repair, all devices to be repaired shall be sent via mail to the correct servicing departments in the Federal Republic of Germany at the policyholder's own expense.
- (5) If the defect to be repaired is not covered by the warranty and if the policyholder could have recognized this, they shall bear all costs incurred by the inspection.

§ 8 Transfer of Mr Beam Warranty Plus

Mr Beam Warranty Plus is not product-related and will not be transferred to the device's owner if said device is sold.

§ 9 Voluntary Right of Cancellation

- (1) Mr Beam Warranty Plus is part of the device's purchase contract. If there is a right of withdrawal concerning Mr. Beam Plus Warranty purchase contracts, and if the policyholder exercises this right, then Mr Beam Warranty Plus will also lapse without need of further explanation.
- (2) Independently from this, the guarantor grants the policyholder a 14-day cancellation right if no claim has been made under their warranty at the time of declaration.
- (3) The cancellation of Mr Beam Warranty Plus can be communicated via email to Mr. Beam Lasers GmbH at shop@mr-beam.org
- (4) Mr. Beam's Warranty Plus cancellations do not modify the effectiveness of the underlying purchase agreement. The part of the purchase price attributable to Mr Beam Warranty Plus shall be refunded on the payment method used at the time of purchase unless otherwise stated.

§ 10 Data protection

The guarantor will use the policyholder's personal data recorded during the course of actuating a warranty claim in accordance with the Federal Data Protection Act (BDSG) to process the obligations covered by Mr Beam Warranty Plus. For the above purposes, personal data may be transmitted and processed by commissioned and carefully selected partners within the framework of order data processing and in accordance with § 11 BDSG. Once the purpose of data recording will be achieved, all personal data will be deleted in accordance with data protection regulations.

§ 11 Partial invalidity

Should individual provisions of these terms and conditions be invalid, these shall not affect the validity of the remaining provisions. This does not apply if adherence to the contract would constitute unreasonable efforts for one of the parties.

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