

Lunos Warranty

Obvious defects as well as false deliveries of all kinds are to be asserted by the Orderer in writing immediately after receipt of the goods, in any case before the processing, use or resale.

If the Orderer does not satisfy this responsibility the goods shall be deemed as recognised as per order.

In case of non-obvious defects the start of the deadline for the immediate report of defects is the possibility of the knowledge of the defect by the Orderer. After expiry of one year the report of non-obvious defects is excluded.

The statutory regulation warranty rights shall become statute-barred within two years from delivery of the goods.

The assertion of a claim against a possible granted guarantee in an individual case presumes that the instructions of the User with regard to the requirement of services and regulations filter changes were complied with according to the authorization. The Orderer has the burden of proof in this respect.

The warranty claims of the Orderer are limited to the rights to subsequent improvement or substitute delivery whereby the faulty objects of purchase shall be subsequently improved or delivered new at the choice of the User.

Only after the finally failed subsequent improvement and impossibility of the substitute delivery is the Orderer entitled at its choice to cancel the purchase contract or to reduce the purchase price.

If the Orderer concerns an entrepreneur it shall bear the costs for installation and dismantling in case of subsequent improvement and substitute delivery.