

Special terms and conditions for the Lifetime Warranty

- 1) The Lifetime Warranty is issued by thyssenkrupp Stairlifts BV, Van Utrechtweg 99, 2921 LN Krimpen aan den IJssel, The Netherlands, as manufacturer of the product.
 - 2) The statutory and contractual warranty rights of the customer remain unaffected by this Lifetime Warranty and continue to be available to the customer without any restrictions.
 - 3) The term "Lifetime" refers to the lifetime of the customer.
 - 4) After the end of production of the sold product spare parts availability will be maintained for at least 10 years. After that, the issuer of this Lifetime Warranty remains the right, in its sole discretion, to furnish the customer with a refurbished product or a product of the same or superior product group.
 - 5) This Lifetime Warranty solely applies to the customer, whereas the customer needs to be an individual person, as the first purchaser of the stairlift, as well as to its spouse if a joint user, and cannot be transferred. This Lifetime Warranty is geographically limited to the country and place of first installation of the stairlift within Europe.
 - 6) This Lifetime Warranty is granted subject to the conclusion of a yearly maintenance visit with thyssenkrupp Home Solutions. A maintenance visit or a service contracts subscribed with companies other than thyssenkrupp Home Solutions will not qualify as sufficient for remaining the Lifetime Warranty in place.
 - 7) This Lifetime Warranty begins upon installation of the stairlift.
 - 8) This Lifetime Warranty covers costs for material in case of material and manufacturing defects of the stairlift or parts of it, such as:
 - a) Rail;
 - b) Drive batteries;
 - c) Rollers;
 - d) Racks;
 - e) Engine; or
 - f) Chair parts.Costs for shipment and labour may be included, subject to the level of the maintenance contract. This can be seen in the service description applicable to the service contract.
 - 9) The Lifetime Warranty period is reduced to 5 years for the following items:
 - a) Drive batteries and
 - b) Rollers.
 - 10) Excluded from this Lifetime Warranty are:
 - a) Normal wear and tear such as abrasion or hardening of rubber seals;
 - b) Other batteries than drive batteries such as batteries of the Call&Send and Call&Park units;
 - c) Malfunctions and breakdowns occurring due to abuse, unauthorized modifications (also by third parties), use of non-original equipment or use not in accordance with the user manual;
- d) Malfunctions and breakdowns related to wrongful installation;
 - e) Rail coating markings or discoloration;
 - f) Commercial use like a use at fairs, use for exhibition purposes, use in publicly accessible premises or commercially busy multi user facilities;
 - g) Malfunctions caused by flood, fire, lightning or other force majeure events.
- 11) This Lifetime Warranty ceases if the yearly maintenance visit could not be made subject to reasons on the side of the customer, including non-payment, save for the customer can prove that also during the yearly service visit the malfunction would not have been identifiable and/or foreseeable, and therefore the damage would not have been prevented even if the service visit had taken place.
 - 12) Remedial performances under this Lifetime Warranty have no influence on the validity periods and exclusions mentioned in these terms and conditions, in particular does the Lifetime Warranty not begin anew.
 - 13) In order to make use of the Lifetime Warranty the customer needs to call 01642 704870 or write an email to service.homesolutions.uk@thyssenkrupp.com. The issuer of the Lifetime Warranty will get back to the customer within the response time applicable to the relevant service contract concluded to fix an appointment.
 - 14) Claims for damages are excluded. Exempted from this are claims for damages of the customer resulting from injury to life, body, health or from the violation of essential contractual obligations (cardinal obligations) as well as liability for other damages which are based on an intentional or grossly negligent breach of duty by the contractor, his legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.
In the event of a breach of essential contractual obligations, the contractor shall only be liable for foreseeable damage typical for the contract if such damage was caused by ordinary negligence, unless the customer's claims for damages are based on injury to life, body or health.
The aforementioned restrictions also apply in favour of the legal representatives and vicarious agents of the contractor if claims are asserted directly against them.

Customer signature:

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Date:

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