

MANUFACTURER'S WARRANTY



1. GENERAL PROVISIONS

Spartherm Feuerungstechnik GmbH (hereinafter referred to as the "Manufacturer") grants end customers within the European Union a limited warranty for the products listed under Sections 2(a) – 2(c), subject to the conditions and scope described below.

This manufacturer's warranty does not affect any contractual or statutory rights against the Manufacturer or the end customer's contractual partner.

The Manufacturer's products are quality goods manufactured in accordance with the state of the art. All materials are carefully selected and, like the production process, are subject to continuous quality control. Installation or assembly of the products requires specific technical expertise; therefore, the products may only be installed and commissioned by qualified specialist companies in compliance with the Manufacturer's instructions and all applicable legal and regulatory provisions

2. WARRANTY

The warranty applies to products purchased on or after 1 April 2025 (purchase receipt). The Manufacturer warrants that the products are free from material defects, manufacturing defects, and design defects. Within the scope of this warranty, defects will be remedied that can be proven to be attributable to a material, manufacturing, and/or design defect

- a) **FIVE (5) YEARS FROM THE DATE OF PURCHASE** for the following component:
 - Basic body of fireplace inserts
 - Basic body of stoves
 - Basic body of fireplace cassettes without fire-contact heat exchanger tubes
 - Basic body of fireplace doors
- b) **TWENTY-FOUR (24) MONTHS FROM THE DATE OF PURCHASE** for the following components:
 - Cassettes with fire-contact heat exchanger tubes
 - Lift-up mechanism
 - Operating elements (handles, control levers, shock absorbers)
 - Electronic components (fans, speed controllers, original spare parts)
 - All purchased accessories and safety devices
- c) **SIX (6) MONTHS FROM THE DATE OF PURCHASE** for the following components:
 - Wear parts in the combustion chamber (fireclay, vermiculite, grates, seals, and ceramic glass)

If an element is replaced under a warranty claim, the warranty period for the replaced element will start anew.

3. EXCLUSIONS FROM WARRANTY

THE WARRANTY DOES NOT COVER DAMAGE RESULTING FROM:

- Incorrect transport and/or storage
- Improper handling of fragile parts such as glass and ceramics

- Improper handling and/or improper use
- Lack of maintenance
- Faulty installation or connection of the product
- Failure to comply with installation and operating instructions
- Technical modifications to the product by non-qualified persons

THE WARRANTY ALSO DOES NOT COVER:

- System parts not supplied by the Manufacturer
- Products fitted with accessories not authorized by the Manufacturer
- Products showing signs of improper repair or other unauthorized interference

CLARIFICATIONS REGARDING WEAR PARTS:

FIRECLAY/VERMICULITE:

These are natural products subject to expansion and contraction during each heating cycle, which may cause cracks. As long as the linings remain in place within the combustion chamber and do not break apart, they are fully functional and are not considered defective; no warranty claim exists in such cases.

SURFACES:

Discoloration of paint or galvanic surfaces due to thermal stress or overload does not constitute a defect; no warranty claim exists in such cases

LIFT-UP MECHANISM:

Failure to comply with installation and/or operating instructions leading to overheating of deflection rollers, guide rails, or bearings does not constitute a defect; no warranty claim exists in such cases.

SEALS:

Loss of sealing performance due to thermal stress and hardening does not constitute a defect; no warranty claim exists in such cases.

GLASS PANES:

Soiling from soot or burned-on residues from combustion, as well as color or other optical changes and cracks caused by thermal stress, do not constitute a defect; no warranty claim exists in such cases.

4. CONDITIONS FOR WARRANTY CLAIMS

Claims under this warranty must be submitted in writing to the dealer or, alternatively, directly to the Manufacturer. The original purchase invoice showing the purchase date must be enclosed. A limitation period of two (2) months applies from the discovery of the defect. After expiry of this period, warranty claims can no longer be asserted.

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5. EXPIRY OF THE WARRANTY

The warranty will become void if:

- Installation, maintenance, repair, or servicing is performed by non-qualified persons
- Damage to the product is caused by the seller, installer, or third parties
- Damage results from normal wear and tear or intentional damage
- Improper installation or commissioning occurs
- Maintenance is lacking or improperly performed
- The product is used for purposes other than its intended purpose
- Damage results from force majeure or natural disasters, including but not limited to flooding, fire, or frost damage
- Spare parts are used that are not manufactured or recommended by Spartherm Feuerungstechnik GmbH

6. SERVICES UNDER THE WARRANTY

The Manufacturer reserves the right to repair the defective product, replace it, or refund the purchase price, with repair taking priority.

The usual procedure is for the end customer to have the defective product repaired or replaced on-site by a specialist technician, with prior consent from the Manufacturer. In such cases, the warranty covers the free delivery of the necessary parts.

If the Manufacturer decides in writing to carry out the repair or replacement itself, it will bear the costs for spare parts, installation, its own labor, and any transport or shipping costs. The end customer must ensure the product is accessible.

In the case of replacement, the defective product will be replaced free of charge with a new product of the same type, quality, and model. If the product is no longer manufactured at the time the defect is reported, the Manufacturer may deliver a similar product.

Transport or shipping to and from the Manufacturer or the relevant dealer, removal or reinstallation of the product, or any other special measures may only be carried out with the Manufacturer's prior consent. If the Manufacturer agrees to such measures, it will bear the resulting costs.

If it is determined that no warranty claim existed and the Manufacturer has already incurred costs, the Manufacturer is entitled to demand reimbursement from the end customer, provided the Manufacturer can prove that the end customer could reasonably have recognized that no warranty claim existed.

7. LIABILITY

This warranty does not grant any entitlement to compensation for consequential damages of any kind or any other claims for damages. This limitation does not apply to mandatory statutory provisions under which the Manufacturer is liable outside the scope of this voluntary warranty.

8. LIMITATION PERIOD

Claims under this warranty expire six (6) months after the occurrence of the warranty case.