

## **Warranty conditions of Testo SE & Co. KGaA for Flue Gas Analyzers of the testo 350 / testo 350 Maritime series**

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This guarantee is a voluntary service provided by Testo SE & Co. KGaA, Celsiusstrasse 2, D-79822 Titisee-Neustadt (hereinafter referred to as 'Testo'). The guarantee can be utilised in accordance with these conditions. Testo is entitled to engage authorised service partners for fulfilment. The decision on a warranty claim is the sole responsibility of Testo.

### **I. Scope of guarantee**

Testo guarantees that the flue gas analyzers testo 350 and testo 350 Maritime series are free from material and manufacturing defects. The warranty period for the listed Testo products and expressly covered components begins on the day of delivery to the end customer, as stated on the invoice, but no later than one year after manufacture. The warranty ends upon expiration of the respective period.

The warranty period is:

- Basically 24 months
- CO, NO, NO<sub>2</sub>; SO<sub>2</sub> and H<sub>2</sub>S sensors: 12 months
- O<sub>2</sub> sensors 0393 0000: 18 months
- LL O<sub>2</sub> sensors 0393 0012: 48 months

According to this warranty, "end customers" are all natural persons or companies who have purchased a Testo product directly from Testo or a dealer for the first use, in particular in the context of their commercial or independent professional activity, and who have not purchased it for the purpose of resale to third parties

### **II. Warranty services**

In the event of a warranty claim, Testo will choose one of the following measures:

- Repair of the defective device or replacement of the affected components.
- Replacement of the product with a comparable model if repair is not possible or the original product is no longer available.
- Provision of warranty service by authorised service partners.

Testo assumes ownership of replacement products or exchanged parts. Please note that the warranty period is not extended by a repair or replacement.

Testo accepts no liability for costs incurred by the end customer in connection with the assertion and implementation of this warranty, in particular transport costs.

### **III. Warranty exclusions**

The warranty does not cover:

- Normal wear and tear (e.g. batteries, filters, consumable sensors).
- Improper use or storage as well as external influences such as fire, water or chemicals.
- Unauthorised repairs or modifications.
- Use outside the product specifications or lack of maintenance and servicing work.

If the warranty does not cover the functional defect, the end customer shall bear the costs of inspection. If the end customer nevertheless requests a repair after being informed of the lack of warranty and the expected repair costs, he shall also bear the costs for spare parts, labour and return shipment. The repair shall be carried out in accordance with the applicable Testo repair conditions.

### **IV. Utilisation of the guarantee**

A warranty claim must be asserted within the respective warranty period, but no later than the next working day after the warranty expires. The end customer must present the affected product and proof of purchase and hand over the device to an authorised Testo service partner or dealer. Irrespective of this warranty, all statutory and contractual claims for defects of the end customer against the seller remain unaffected.

The following steps are required in the event of a warranty claim:

1. contact an authorised Testo dealer or Testo directly.
2. provide proof of the date of purchase by means of proof of purchase or registration confirmation.
3. return the device, if necessary, as instructed by Testo.

A list of authorised service partners and further information can be found at [www.testo.com/service// www.testo.com/en/Guarantee/guarantee](http://www.testo.com/service//www.testo.com/en/Guarantee/guarantee).

### **V. Privacy Policy**

The following data protection information applies when the warranty is utilised. Your data will be processed exclusively for the purpose of handling the warranty service. Further information can be found at

[Privacy Policy](#)

### **VI. Other provisions**

These warranty conditions apply worldwide. Changes must be made in writing. The warranty is handled exclusively by Testo or authorised dealers. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and international conflict of law rules. The place of fulfilment and jurisdiction is Freiburg/Breisgau.