WEIDMANN

Terms & Conditions – Free Fiber Replacements

I. Area of Validity

The following conditions apply to all services that Weidmann offers or provides to its customers, in particular services in regard of providing fibers that are getting damaged during the assembly process at a customer's facility for free. Any conflicting general terms and conditions of the customer are hereby rejected in advance. This is the case even if they are part of a letter from the customer and Weidmann has not expressly objected to them; silence on the part of Weidmann shall signify rejection. Should contradictions in the previous mutual contractual declarations or in any letters of confirmation arise, the Individual Agreement shall be governed by these General Terms and Conditions in every case, even if the Services are being provided. These General Terms and Conditions only apply in respect to companies conducting business activities with Weidmann or any other Weidmann company.

II. Scope of Services

Weidmann guarantees to supply customers fibers that get damaged during the production process. When an order for a damaged fiber is received and accepted by Weidmann before 12 noon Central European Time, the replacement fiber will be dispatched on the same day. The claim has to be communicated to and confirmed by Weidmann prior to shipment. Weidmann only guarantees same day shipment when stock is available of the appropriate specified fiber, as outlined in the original customer order. Any delay during the shipment of the fibers cannot be claimed to Weidmann. Customers can claim replacement fibers within 6 months of the device invoice date. No changes to fiber specification is possible, under the free fiber replacement program. Weidmann excludes replacements of fibers where damage is related to any kind of non-appropriate usage by the customer.

III. Prices and Payment

Weidmann provides the replacement fibers and shipping/transportation cost for free to the customer*. The customer is obligated to send damaged fibers back to Weidmann at the customers cost. If the damaged fiber is not received at Weidmann# within a 6 week period from Weidmann confirming the claim, the replacement fiber sent by Weidmann will be invoiced to the customer at list price. In case of Additional services that go beyond the scope of free fiber replacement specified in the quote shall be billed by Weidmann separately.

IV. Termination:

WEIDMANN reserves the right to terminate or modify this service any time by a written notice to the customer by registered or certified mail.

* The shipping method used will be determined based on the location of the customer and the regional zones outlined by our shipping agents. For more information on the shipping service provided to your specific location, please contact us.

All replacement fibers, must be shipped to the following Weidmann location:

Weidmann Technologies Deutschland GMBH Washingtonstrasse 16/16A D-01139 Dresden Germany

+49 (0) 351 8435990 info.wtde@weidmann-group.com