



Warranty declaration by Lock Antriebstechnik GmbH
(dated: 08/2020)

1. The Lock warranty declaration

Lock Antriebstechnik GmbH, (hereinafter called Lock) extends to its contractual partners a time-limited period of warranty cover on the products it manufactures which is subject to the following terms & conditions, and which includes the scope described below. This warranty period applies irrespective of mandatory legislative liability stipulations, e.g. product liability legislation.

Lock manufactures quality products using state-of-the-art technology. All the materials used are selected carefully and are subject to continuous monitoring, as is the production process. Specialist technical expertise is required to set up and/or to install these products. This is why Lock products must always be installed and commissioned by specialist businesses, i.e. by companies with specific expertise in drive technology, and in strict accordance with current legislative provisions and the specifications of Lock, the manufacturer.

2. Warranty period and scope of warranty

The legally stipulated warranty period of 12 months applies to all of our products. In addition, we provide warranty cover for any products purchased from Lock since 01.03.2020.

Lock guarantees that its products are functionally capable when used in accordance with the conditions described below. Claims for replacement resulting from secondary damage or from product liability are only enforceable in accordance with legislative stipulations. The scope of this warranty cover extends to defects that are verifiably based on a material defect or on a manufacturing or design defect. The warranty period will not be extended on the basis of this warranty declaration.

2.1 Guarantee period and scope of guarantee outside the European Union

The following warranty conditions apply exclusively outside the European Union.

We provide warranty cover for the following products from the date of transfer to the purchaser:

- a) RMA series

a) Warranty cover for the RMA range

For our RMA range of products, we provide you with **2 years of warranty cover**. A warranty case for the RMA range only exists if the defect leads to a functional failure of the tube motor.

2.2 Guarantee period and scope of guarantee within the Federal Republic of Germany and the European Union

The following warranty conditions apply exclusively within the Federal Republic of Germany and the European Union.

We provide warranty cover for the following products from the date of transfer to the purchaser:

- a) EWA series with LSC 40.10 control unit
- b) RMA series
- c) BasicLine BLN 03

a) Warranty services for the EWA range with LSC 40.10 control unit

For our EWA range of products, we provide you with **10 years of warranty cover**

- Oil leakage

Oil leakage exists if the system develops a detrimental oil leak. This defined as a continuous oil leak (where more than 60 ml of oil is escaping) from the system, and where dripping oil is clearly visible.

We provide you with **5 years of warranty cover** on

- all mechanical components (e.g. housing, housing components)

of our EWA range. A warranty case for mechanical components only exists if the defect leads to a functional failure of the power drive.

We provide you with **3 years of warranty cover** on

- the LSC 40 control unit and the electric motor

of our EWA range. A warranty case for the LSC 40 control unit and the electric motor only exists if the defect leads to a malfunction of the power drive.

b) Warranty cover for the RMA range

For our RMA range of products, we provide you with **2 years of warranty cover**.

A warranty case for the RMA range only exists if the defect leads to a functional failure of the tube motor.



c) Guarantee for BLN series

For our BLN series you get a warranty period of 3 years on

- the control unit LSC 40

The LSC 40 control unit are only covered by warranty if the defect leads to a functional failure of the power drive.

3. Warranty exclusion

In particular, the warranty cover provided does not cover:

- Lock products that are not used
 - in greenhouse construction for roof & side ventilation as well as shading in greenhouses and garden centres;
 - in animal shed construction for roof & side ventilation and lifting applications;
 - in the lifting technology sector for elevating platforms;
- wear & tear to products;
- surfaces (e.g. corrosion, damage to paintwork);
- where the volume of oil escaping is less than 60 ml (e.g. slight leakage from the drive);
- discolouration of paintwork or of the surfaces that can be traced back to overheating or overloading;
- improper transport and/or inappropriate storage;
- incorrect handling of fragile components;
- incorrect handling and/or improper use (e.g. excessive engagement period, exceeding of the average operating periods for the applicable drive unit assembly, operator error);
- defective or insufficient maintenance;
- improper installation or commissioning;
- failure to comply with the installation and operating instructions as well as
- technical modifications to the device by non-company personnel;
- damage or destruction of the product supplied resulting from the impact of force majeure or environmental factors (flooding, lightning strike, earthquake etc.);
- failure of the product due to insufficient dimensioning;
- installation, maintenance, repair and care of products by non-specialist personnel;
- damage to products caused by the contractual partner, installer or third parties;
- damage resulting from normal wear and tear or from deliberate damage; if damage is caused by negligence, we shall agree a figure that incorporates shared responsibility;
- for products that were not being, or are not being used for their intended purpose;
- for damage resulting from force majeure or natural disasters, in particular although not restricted to flooding, fires or frost action;
- use of spare parts that were not manufactured by or recommended by Lock.

The warranty also does not apply to:

- system components that were not supplied by Lock;
- products on which unauthorised accessories were installed by third parties;
- products that include features which point to unprofessional repairs or other interventions by third parties;
- products that were repaired by unauthorised workshops and/or people, or by whom repairs were attempted.

4. Prerequisite for concluding a warranty agreement

The warranty agreement comes into being if the contractual partner of Lock

- completes registration within 12 months from the date of purchase on the homepage of Lock Antriebstechnik GmbH which can be called up at [EWA Registration](#) or employing one of the alternative methods indicated in the 'Service processing' section of the catalogue (only applies to drives with LSC 40.10 control unit).

and

- communicates to Lock the serial number of the product covered by the warranty (only applies to drives with LSC 40.10 control unit).

For this warranty to be effective, installation and maintenance work must be completed in full accordance with the operating instructions and with recognised technical regulations, e.g. by an accredited business or by an authorised specialist company, and in full compliance with the operating instructions which includes the technical manuals and care instructions provided by Lock. A specialist business can only claim to be authorised by Lock if it holds a training certificate it has obtained from Lock within the last 3 years.

If spare parts are used, they must exclusively have been manufactured or recommended by Lock.



5. Procedure to follow for warranty cases

- a) Submit a written defect report or present the product together with substantiating evidence to Lock to prove that the defect or functional impairment occurred during the warranty period. In particular, this verification can be provided by presenting the receipted invoice.
- b) Warranty claims must be submitted immediately, and by no later than 2 weeks after becoming aware of a defect or impairment. Once this period has elapsed, it is no longer possible to enforce the rights defined in this warranty cover.

6. Scope of services in warranty cases

The scope of services in warranty cases is restricted to the free-of-charge replacement or repair of the defective product. The contractual partner must meet the costs of removal and reinstallation as well as the transport costs.

Lock reserves the right either to repair the defective product or to replace it, or to reimburse the contractual partner with the purchase price, with preference being given to the repair option. In most cases, with the prior consent of Lock, the contractual partner arranges for the defective product to be repaired on site by a specialist tradesman, or to have it replaced.

In the event of Lock notifies the customer of its decision to carry out the repair itself, Lock shall then meet the costs of spare parts, installation and its own labour costs as well as any expenditure incurred for transport or for the shipping of the product.

The contractual partner must provide access to the product. In the event of replacement, the old product shall be replaced free of charge by a new product of the same kind, quality standard and of the same type. In cases where the affected product is no longer being manufactured at the time a defect or fault is notified, Lock Antriebstechnik GmbH is entitled to supply a similar product. Here, the possibility cannot be excluded of the electrical connection values and the rotational speed (rpm) of the replacement gearbox differing from those of the old drive unit. Transport and/or shipping to and from Lock and the relevant contractual partner respectively, all removal and reinstallation of the product or any other such measure requires the prior written consent of Lock. In cases where Lock agrees to the justified measure in writing, Lock shall meet the costs incurred by implementing that measure.

In cases where defects in the product are not covered by this warranty, the contractual partner is then responsible for meeting the costs of shipping and transport of the product. In addition, the contractual partner must meet the costs including any labour costs involved that arise through examination of the product as well as the costs of removal and reinstallation of the product, subject to costs of this nature arising. In cases where the contractual partner has been informed that warranty cover is not applicable, and of the costs that would be incurred by repair work, and still wishes for that repair work to be carried out, he must also meet the resultant costs of spare parts and labour.

7. Liability

This warranty declaration does not provide any assurance relating to the remedying of secondary damage of whichever kind, nor in relation to any further compensation claims. This restriction does not apply to mandatory legal provisions for which the manufacturer is liable outside the scope of this voluntary warranty declaration.

8. Place of performance, court of jurisdiction and applicable law

This warranty is subject to German Law and excludes application of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance for obligations arising from this warranty is Ertingen, Germany. To the extent permissible, the court of jurisdiction is based in Ertingen, the head office location of Lock Antriebstechnik GmbH.