

for the following welding equipment from the brand RED by Lorch

MIG 210 SYN MMA 160 PRO TIG 180 DC





WARRANTY CONDITIONS

for the following welding equipment from the brand RED by Lorch

- MIG 210 SYN
- MMA 160 PRO
- TIG 180 DC
- 1. Lorch Schweißtechnik GmbH guarantees the end user of a brand-new RED by Lorch welding ma-chine (device) that the materials and workmanship are free of defects in accordance with the following warranty conditions. A device is considered brand-new if it is no older than 24 months from the date of delivery by Lorch Schweißtechnik GmbH and has not been put into operation..
- 2. This warranty applies in addition to the statutory warranty rights to which the end user is entitled vis-à-vis the seller and does not restrict these in any way.
- 3. Warranty claims can only be asserted if the device has been registered within 30 working days of purchase by the end user or after commissioning by the sales or service partner using the form available on the RED by Lorch homepage. A copy of the proof of purchase showing the billing address, date of purchase, and type designation must be submitted as evidence.
- 4. The warranty period generally begins on the date of delivery of the device (invoice date) to the end user, but no later than 24 months after the date of delivery by Lorch Schweißtechnik GmbH to the sales partner.
- 5. The following deadlines apply:
 - 5.1. For privately used devices, warranty claims can be made up to 3 years after the start of the warranty period.
 - 5.2. For devices used commercially or professionally, warranty claims can be made up to 12 mon-ths after the start of the warranty period.
 - 5.3. Regardless of the above period, the warranty claim expires 6 months after the defect is dis-covered.
 - 5.4. The notice of defect must be sent to Lorch Schweißtechnik GmbH within four weeks of the damage occurring.
 - 5.5. Components replaced under warranty are subject to the same limitation period as the part being replaced.
- 6. If the end user does not grant time or opportunity to remedy the defect within the aforementio-ned periods, they waive their warranty claim.
- 7. Furthermore, warranty claims shall only exist if the complaint form provided on the RED by Lorch homepage is completed in full with
 - a) a detailed description of the fault that has occurred $% \left(x\right) =\left(x\right) +\left(x\right)$
 - b) meaningful photographic documentation of the condition of the device and a picture of the type plate
- 8. For devices that are not registered, the statutory warranty applies with the periods de-fined in § 438 (1) No. 3 BGB (German Civil Code).
 - Warranty claims are handled using the same process as warranty claims.
- 9. The decision as to whether defective products are repaired or replaced is made by Lorch Schweiß-technik GmbH. Replaced products become the property of Lorch Schweißtechnik GmbH without compensation.

- 10. The following are generally excluded from this warranty:
 - a) Wear parts (e.g., filters, batteries, torches, hose assemblies)
 - b) Accessories (e.g., ground cables, pressure reducers)
 - c) Damage resulting from improper use, external influences, or force
 - d) Damage resulting from failure to comply with the specified maintenance and cleaning proce-dures
 - e) Operating materials (e.g., coolant, oils, greases)
 - f) Inspection, adjustment, and other periodic maintenance work, as well as all cleaning work
 - g) Noises that occur during operation but have no influence on the functionality or safety of the device and are only noticeable under certain or isolated conditions of use.
 - h) Aesthetic defects that do not or only slightly impair the usability of the device, e.g., scratches on the housing
 - i) Signs of aging, e.g., fading of painted or colored surfaces
- 11. Lorch Schweißtechnik GmbH is entitled to refuse to fulfill warranty claims if:
 - a) the device has been opened or repair attempts have been carried out by unauthorized per-sons.
 - b) improper maintenance or repair work of any kind has been carried out on the device.
 - c) the device shows mechanical damage and it cannot be proven beyond doubt that the damage that has occurred is not due to mechanical damage.
 - d) The device has been used for purposes other than those specified in the operating manual or has been subjected to excessive stress in disregard of the load capacities specified in the opera-ting manual.
 - e) Original spare parts were not used during maintenance and repair work carried out on the de-vice, or unauthorized operating materials or cleaning agents were used during operation of the device.
 - f) The device has been converted, modified, or operated with parts that are not part of the equipment expressly approved by Lorch Schweißtechnik GmbH.
 - g) the device was stored or transported in a technically unsuitable manner for which Lorch Schweißtechnik GmbH is not responsible.
 - h) Damage is attributable to gross negligence on the part of the user.
 - Notwithstanding this, fulfillment may be demanded if the end user proves that the circumstances justifying the rejection of the warranty claim did not contribute to the occurrence or effect of the defect underlying the warranty claim.
- 12. The free rectification of defects granted by this warranty refers only to the immediate rectification of the material defect by Lorch Schweißtechnik GmbH. Consequential damages are not covered by the warranty. No further claims for defects, in particular no costs for the transport of the de-vice, for the rental of a replacement device, for telecommunications or lost profits, can be asser-ted on the basis of the warranty.
- 13. Any special agreements must be made in writing.
- 14. Severability clause:
 - Should individual provisions of these terms and conditions be or become invalid or unenforceab-le, this shall not affect the validity of the remaining provisions.
 - The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The same applies to any gaps in the terms and conditions
- 15. These terms and conditions are subject to the laws of the Federal Republic of Germany. The place of jurisdiction is the registered office of Lorch Schweißtechnik GmbH in Auenwald.
- In all other respects, the General Terms and Conditions of Lorch Schweißtechnik GmbH apply.



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