

## VARICOLOR® WARRANTY POLICY

### General provisions

Our VARICOLOR® series is produced, checked and packed with great care. If a VARICOLOR® drawer box nevertheless does not meet the promised quality requirements, DURABLE Hunke & Jochheim GmbH & Co. KG ("DURABLE") shall grant you a separate warranty. Furthermore, you are entitled to your statutory warranty rights without restriction.

### I. Material scope of application

The guarantee applies exclusively to the following DURABLE products:

7601-27 VARICOLOR® 1 SAFE  
7603-27 VARICOLOR® 3  
7604-27 VARICOLOR® 4  
7605-27 VARICOLOR® 5  
7606-27 VARICOLOR® 4 SAFE  
7607-27 VARICOLOR® 7  
7610-27 VARICOLOR® 10  
7624-27 VARICOLOR® MIX 4  
7625-27 VARICOLOR® MIX 5  
7626-27 VARICOLOR® MIX 4 SAFE  
7627-27 VARICOLOR® MIX 7  
7630-27 VARICOLOR® MIX 10

### II. Spatial scope of application

The warranty only applies in the European Union, Great Britain, Norway and Switzerland, and therefore only applies to VARICOLOR® drawer boxes purchased in these countries.

### III. Subject of warranty

1. DURABLE grants its customers who have purchased VARICOLOR® drawer boxes a manufacturer's warranty over and above the statutory liability for defects against material breakage and the resulting limitation of the functionality of the articles named under I.
2. This manufacturer's warranty applies for 5 years after the date of purchase (receipt or invoice).
3. During the granted warranty period, we will replace free of charge articles that have a corresponding material breakage.
4. Services provided under warranty shall neither extend the warranty period nor initiate a new warranty period.
5. Warranty claims must be asserted vis-à-vis DURABLE without undue delay after the material breakage is discovered.
6. This warranty shall be exclusively processed by DURABLE. In principle, third parties shall not be permitted to make declarations in the name of DURABLE within the scope of this warranty.

### IV. Warranty processing

1. Warranty claims must be asserted vis-à-vis DURABLE without delay after becoming aware of them.
2. Please keep the proof of purchase for the duration of the warranty.
3. Contact information for warranty:

Please contact our service department DURABLE  
Hunke & Jochheim GmbH & Co. KG Kundenservice (Customer service)  
Westfalenstr. 77–79  
58636 Iserlohn, Germany  
Mail: [service@durable.de](mailto:service@ durable.de) Tel.: +49 (0)2371 / 662 - 0

4. Please send the defective article together with the original proof of purchase after agreement with our service department to the following address, citing the product return number you receive from us: Return address:

DURABLE  
Hunke & Jochheim GmbH & Co. KG Distributionszentrum (Distribution centre)  
Grünlandweg 1–5  
58640 Iserlohn  
Germany

The DURABLE service department may decide at this point that a photograph of the broken article is sufficient together with the proof of purchase.

## V. Warranty exclusion

A warranty claim shall be excluded in the case of damage caused by:

- improper use;
- natural deterioration, wear, excessive strain;
- the use of accessories/supplementary parts/add-on parts and care products not authorised by the manufacturer;
- environmental factors, such as moisture,, heat or dirt;
- not complying with the operating instructions;
- use of force;
- own attempts to repair;
- returning articles in packaging unsuitable for transportation.

## VI. Scope of warranty

1. This warranty serves as the sole legal remedy vis-à-vis DURABLE in the case of defective products (except for claims based on product liability). Other warranties, which are possibly additionally granted to final customers by specialist retailers or other statutory or contractual claims, may not be enforced against DURABLE unless DURABLE explicitly accepts such an obligation in writing.
2. DURABLE's liability under warranty is exclusively restricted to the obligations cited above. Further claims, in particular claims for consequential damage, indirect damage and financial loss, shall be ruled out within the scope of this warranty insofar as any possible claims are not based on a manufacturer's liability in accordance with mandatory law.
3. DURABLE reserves the right to make colour and material changes to the replaced articles or article components.

## VII. Ancillary provisions

1. Amendments to this warranty shall only be possible in writing.
2. The place of fulfilment and place of jurisdiction for all disputes based on this warranty is Iserlohn, Germany.
3. German law shall apply.