

Dornbracht Manufacturer Warranty

General information

Dornbracht AG & Co. KG (“Dornbracht”) provides a manufacturer warranty to consumers for “Dornbracht” brand products that Dornbracht has manufactured itself or has had manufactured by a subcontractor, in addition to the statutory warranty to which the consumer is entitled from the seller. It applies without prejudice to statutory liability provisions, such as under the Products Liability Act, in cases of intent or gross negligence, injury to life, limb or health by Dornbracht or its vicarious agents.

For the purposes of this Manufacturer Warranty, a “Consumer” is any natural person or legal entity who is the owner of the product and has not acquired it with a view to reselling it or installing it at third parties in the course of the commercial or independent professional activity.

“Initial Customer” is the consumer who was the first to purchase the “Dornbracht” brand product, a dealer or any other natural or legal person, who resells or installs the product in the course of their commercial or independent professional activity.

Warranty period

The Dornbracht Manufacturer Warranty comes into force on 01/01/2022. It applies only to the “Dornbracht” brand products purchased by the Initial Customer after 01/01/2022.

The period of validity of the warranty starts on the date on which the Initial Customer who wishes to claim under the warranty has purchased a “Dornbracht” brand product. The date of purchase must be proved by the proof of purchase in the form of an original invoice. It is essential that the original invoice shows the date of purchase.

Dornbracht guarantees Consumers that “Dornbracht” brand products are free from material, manufacturing or design defects. In order to claim under the Dornbracht Manufacturer Warranty, the defective product must already have exhibited the defect causing the damage at the time of dispatch. Claims for consequential damages or losses or from products liability only exist in line with the mandatory statutory provisions.

This warranty applies to all “Dornbracht” brand products for a period of 5 years from the date of purchase as shown by the original invoice, but for a maximum of 6 years after manufacture.

The warranty period is not extended by the provision of services under this warranty, in particular not by repair or replacement. The warranty for spare parts also ends on the date defined above. Under no circumstances does the warranty period start anew.

Written defect notification

The rights under this warranty can be asserted by the Consumer within the warranty period by written notification of defects against Dornbracht or the dealer from whom the Initial Customer purchased the product. The prerequisite is that the Consumer reports the defect within two months of the defect being detected or the Consumer should have detected it. It is the Consumer’s responsibility to prove with the aid of the original receipt that the warranty has not expired. This is a mandatory requirement for claiming under the Dornbracht Manufacturer Warranty.

Benefits in the event of a claim under the warranty

Dornbracht is free to repair the product, replace it or refund the purchase price to the Consumer. Should the consumer have the defective product repaired by a specialist tradesman on site, the prior consent of Dornbracht is required. In this case the Dornbracht Manufacturer Warranty covers the free delivery of the necessary spare parts. If Dornbracht decides by written undertaking to carry out the repair itself, Dornbracht must bear the costs incurred as a result for spare parts, installation and its own labour costs as well as any expenses for the transport or dispatch of the product. The Consumer must make the product accessible.

In the event of a possible complete replacement, the old product will be replaced free of charge with a new product of the same sort, quality and type. Where the product concerned is no longer manufactured at the time the defect is reported, Dornbracht will be entitled to supply a similar product. Transport or dispatch to and from Dornbracht or to and from the dealer, any dismantling and reinstallation of the product or any other special action may only be undertaken with the prior consent of Dornbracht. If Dornbracht agrees to the intended action, Dornbracht will bear the costs incurred in carrying out the action. The Consumer is required to collect the new product from the nearest Dornbracht dealer himself, unless otherwise agreed.

Where Dornbracht chooses to refund the purchase price and confirms this in writing, the Consumer must return the product and Dornbracht will refund the purchase price paid.

Prerequisites and exclusions

The prerequisite for the validity of this warranty is professional installation and maintenance in accordance with the operating instructions and the recognised rules of technology (e.g. by a master craftsman or an authorised specialist business) as well as compliance with the operating/installation instructions and the use of Dornbracht products in accordance with Dornbracht's technical and care instructions. This includes, but is not limited to, ensuring that the inlet water pipes are properly flushed in accordance with the applicable standards, especially before product installation or after construction work, that installations comply with the enclosed diagrams and the working pressure in the water network is checked for compliance with the technical regulations. Assembly instructions as well as instructions for use and care are enclosed with each product and are available at www.dornbracht.com.

The warranty claim does **not** cover:

- wearing parts such as seals, O-rings, soap dispenser pumps, due to wear and tear;
- fragile parts such as glass, light bulbs, due to breakage;
- consumables such as batteries, filters or aerators, due to consumption;
- minor deviations of Dornbracht products from the target condition that do not affect the utility value of the product;
- injections of dirt, water hammer, especially hot water hammer, limescale deposits, operating and handling errors damage due to aggressive environmental influences, chemicals, cleaning agents;
- defects in the product caused by installation, transport and trial operation of the purchased item as well as



- damage caused by improper installation of the Dornbracht product
- products installed in environments with a high chlorine content, such as swimming pools
- display products etc.

The validity of the warranty **ends**:

- in the event of non-compliance with the instructions for assembly, care and use supplied or available at www.Dornbracht.com;
- if the installation, maintenance and repair or care has not been carried out by a specialist tradesman;
- in the event of product damage caused by the seller, installer or third parties;
- in the event of damage attributable to normal wear and tear or deliberate damage;
- if the damage is caused by negligence, contributory negligence will be taken into account by mutual agreement;
- in the event of improper installation or commissioning;
- in the event of inadequate or faulty maintenance;
- for products that have not been used or are not being used in accordance with their intended purpose;
- in the event of damage caused by force majeure or natural disasters, in particular but not exclusively floods, fires or frost damage.

Non-applicability of the warranty

If it turns out that a product defect is not covered by this warranty, the costs incurred for dispatch and transport of the product must be borne by the Consumer. In addition, the Consumer must bear the costs, including any labour costs, incurred in investigating the products and the costs of dismantling and reinstalling the product. Where the Consumer has been informed that the warranty does not apply but still wishes the repair to go ahead, the Consumer must bear the additional costs for the spare parts and labour costs.

Final provisions

This warranty applied to any future owner of the product who is a Consumer to the extent and subject to the conditions set out above. This warranty is subject to the law of the Federal Republic of Germany.

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