#### **TERMS AND CONDITIONS**

Babolat VS UK Limited; 2.16 Building Three, Riverside Way; Watchmoor Business Park; Camberley; Surrey; GU15 3YL; ENGLAND grants the buyer in addition to the standard legal warranty claims to which he is entitled against the seller (which the Retailer can claim free of charge) and without limitation - a claim in accordance with the following commercial warranty obligation for new devices:

#### I. Duration and start of the commercial guarantee period

- 1. The duration of guarantee is indicated in the BABOLAT STRINGING MACHINE GUARANTEE. It is valid from the date of purchase.
- 2. The BABOLAT STRINGING MACHINE GUARANTEE is unique for each machines serial number. It is filled out and signed by the seller (BABOLAT representative) selling the machine.
- 3. Services and replacement deliveries, for warranty reasons, do not result in an extension of the original warranty period.

# II. Warranty requirement

- 1. The machine is purchased from an authorized dealer or directly from BABOLAT.
- 2. To make the guarantee claim, a BABOLAT authorized customer service or BABOLAT shall be contacted. BABOLAT After Sales Service can be reached <u>csharpes@babolat.com</u>.
- 3. Proof of warranty (proof of purchase or BABOLAT STRINGING MACHINE GUARANTEE document) must be presented at the request of BABOLAT.

### III. Content and scope of the commercial guarantee

- Defects in the machine will be resolved free of charge, after notification by the retailer, either by repairing or replacing the parts concerned. Expenses such as transport and spare parts costs will be borne by BABOLAT. Replaced parts or machines become the property of BABOLAT.
- 2. In the rare case that a machine is replaced, the remaining years of the original Guarantee will be transferred to the new machine.
- 3. The guarantee does not include any further claims for damages against BABOLAT, unless BABOLAT or BABOLAT authorized customer service acts with gross negligence.
- 4. The delivery of consumables and accessories are not included in the scope of services.
- 5. After the commercial warranty has expired, spare parts may be purchased from an authorized dealer or directly from BABOLAT, as long as the parts are available and to the extent required by local law. If an individual part cannot be bought later, this does not justify a claim.

# IV. Commercial Warranty Limitations

The following are not included in the commercial warranty:

- 1. Incorrect setup or installation, for example non-observance of the applicable safety regulations or the written instructions for use, installation, and assembly.
- 2. Improper use not according to the user guide.
- 3. External influences such as transport damage, damage caused by shock or impact, damage caused by the weather or other natural phenomena.
- 4. Carrying out repairs and modifications by unauthorized customer services not trained by BABOLAT for this service work.

- 5. Use of non-original BABOLAT spare parts and accessories.
- 6. Electric current and voltage fluctuations that exceed or fall below the tolerance limits specified by the manufacturer.
- 7. Problems from not following the care and cleaning recommendations in the user manual received included in the packaging of the machine at delivery.

## V. Customer Contact

Please contact BABOLAT Customer Service for advice on solving problems and, if necessary, to arrange for service. BABOLAT After Sales Service can be reached <a href="mailto:csales-service-customer-service-cond-customer-service-

#### VI. Data Protection

Personal data will only be used for the purpose of fulfilling commitments regarding the contract and in full compliance with the data protection legislation.