

## **NATIVE INSTRUMENTS WARRANTY**

1. The other contracting party may assert warranty claims provided that it has duly complied with its obligation to examine and complain according to § 377 HGB (Commercial Code). The ordering party shall be obligated to complain in writing about apparent defects within eight days of receipt of the merchandise (the date of receipt of the written complaint by us shall be decisive). Any complaint received later will only be accepted if the ordering party furnishes proof to the effect that it was impossible or unacceptable in the due course of business to make the complaint earlier. The full onus of proof concerning any and all requirements to be met for asserting the claim, notably the defect itself, the date of identifying the defect and the timeliness of the complaint shall be on the ordering company.
2. Where we are answerable for a defect of the merchandise delivered, the other contracting party's right shall be confined to subsequent performance. At our election such subsequent performance shall either consist of rectifying the defect or delivery of a substitute item.
3. In the event that subsequent performance fails, the other contracting party shall be reserved the right either to reduce the purchase price or withdraw from the contract. Subsequent performance shall be deemed to have failed if we are unwilling or unable to rectify the defect/make substitute delivery or if rectification/substitute delivery is delayed beyond adequate time limits for reasons which we are answerable for or if attempts at rectification have failed twice. More extensive claims of the other contracting party, no matter on which legal grounds, shall be excluded.
4. If we have negligently breached a cardinal or material contractual duty, the obligation to provide compensation is limited to the damage typically foreseeable under the contract.
5. The warranty period shall be one year for companies and 2 years for consumers, calculated from the date on which the risk has passed. This period is subject to statutory limitation and shall also apply to claims for compensation in respect of damage consequential to a defect unless tort claims are asserted.
6. Unless provided for otherwise below, more extensive claims on the part of the ordering party – no matter on which legal grounds – shall be ruled out. Therefore, we shall not be liable for damages other than those occurring on the item delivered itself; in particular we shall not be liable for profits lost or any other pecuniary losses of the ordering party.
7. The above release from liability shall not apply where the damage is based on intent or gross negligence. However, the obligation to compensate shall be limited to the foreseeable damage.
8. If the buyer is a company, it shall, as a matter of principle, only be the product specification that is deemed to have been agreed with regard to the quality of the merchandise. Any additional public statements, praises or advertising shall not represent a contractual warranty of quality.