



5 Year Functional Warranty

for mTRONIC and eTRONIC wireless sensors

Mayer & Co Beschläge GmbH, FN 136280 m, 5020 Salzburg, Alpenstraße 173, Austria (hereinafter abbreviated as “**MACO**”), is an attractive partner for manufacturers of technologically advanced window, door, and window shutter systems as well as related business areas. MACO attaches great importance to the quality of its hardware and hardware systems and subjects its products to strict testing criteria.

MACO wireless sensors are certified to the following cycles:

Sensor	Tested Service Life/Cycles	Standard/Class
mTRONIC	10,000 combination cycles (tilting and turning 90°)	EN 13126-8, KI H2
eTRONIC	10,000 combination cycles (tilting and turning 90°)	EN 13126-8, KI H2

Therefore, for MACO wireless sensors purchased after 01.01.2020 (invoice date), MACO grants its customers an additional voluntary manufacturer's warranty subject to the following prerequisites or conditions, in addition to the statutory warranty. This is valid only where the MACO wireless sensors are not used in areas in which it is foreseeable that the specified cycles will be exceeded considerably.

Warranty conditions on the back

1. WARRANTY

The MACO warranty is valid for a period of 5 years from the date of invoice and exclusively for the benefit of fabricators, excluding end-users or other groups of people, who purchased the MACO radio sensors mentioned above after 01.01.2020 and which are installed in the windows or door systems produced by them. The assignment of warranty rights to third parties is not permitted. Third parties cannot therefore derive or assert claims from this warranty policy for fabricators, not even by relying on an agreement having protective effects on third parties.

The MACO warranty covers only the functionality of the MACO wireless sensors mentioned above in combination with hardware or hardware components from MACO. The functionality is deemed null when the MACO wireless sensor is used as intended and in compliance with all warranty requirements in the respective position of the window handle or the pin of the hardware, and where it sends an incorrect or no wireless signal.

A warranty case relates exclusively to the function of the MACO wireless sensor itself and not to the integration into a smart home system or to compatibility with devices, apps, home controllers and the like that are not manufactured by MACO.

The state of the art at the time of manufacture is decisive for the assessment of whether the functionality is impaired and as such whether there is a warranty case.

A warranty case therefore exists if a MACO wireless sensor purchased after 01.01.2020 sends an incorrect or no radio signal, within 5 years from purchase (invoice date) if the following warranty requirements and exclusions are met.

2. WARRANTY CLAIM BY A FABRICATOR

The fabricator must make a claim on the MACO warranty against MACO in writing within the warranty period and within **fourteen (14) days from the receipt of a warranty case and must submit the original invoice and deliver the rejected part to MACO.**

3. SERVICES IF A WARRANTY CASE APPLIES

If a warranty case applies pursuant to the terms and conditions of this warranty, and no grounds for exclusion of the warranty applies under Section 5, MACO will provide a free replacement for the defective MACO wireless sensor. If the defective MACO wireless sensor is no longer an active part of the product range, MACO guarantees the free replacement of a MACO part that is at least equivalent and has the same function.

By accepting a warranty claim in the event of a warranty, the warranty period will not be extended and no new warranty will come into effect. The warranty period remaining from the original warranty period also applies to the replacement product.

The warranty is limited to the free replacement of the defective MACO wireless sensor. It does not include costs that go beyond the replacement of the wireless sensor, such as delivery or transport costs, costs for removal or installation and, in particular, no damages or compensation for consequential damages (e.g. due to burglary). This warranty does not limit any statutory provisions to the detriment of the guarantor.

4. WARRANTY CONDITIONS

The MACO warranty is granted only under the cumulative conditions that the customer:

- a) has used the products in accordance with the product-specific descriptions (available in the download area at www.maco.eu)
- b) has complied with all MACO usage and processing instructions, safety and warning information, as well as other requirements in accordance with the assembly instructions
- c) can prove to have installed the MACO wireless sensors and MACO hardware components professionally and by certified personnel
- d) has demonstrably fulfilled all instructions to the end user
- e) can by presentation of a maintenance or warranty pass, prove that the corresponding maintenance/operations have been carried out in accordance with the product-specific MACO maintenance and operating instructions
- f) has used only MACO components in the processing of MACO hardware
- g) has replaced consumable parts (e.g. batteries etc.) in a timely and proper manner and the MACO wireless sensor was purchased after 01.01.2020 (invoice date).

5. WARRANTY EXCLUSIONS

The following are excluded from the MACO warranty:

- a) Malfunctions of the MACO wireless sensor due to damage to the battery (e.g. oxidation, capacity, defects and the like)
- b) Malfunctions of the MACO wireless sensor caused by damage via mechanical, magnetic, chemical or electrical effects from the outside or due to improper use
- c) MACO wireless sensors and MACO hardware components installed in combination with third-party hardware components; in addition
- d) MACO wireless sensors and/or MACO hardware and MACO hardware components that are stored or transported improperly

6. APPLICABLE LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION

The laws of Austria shall apply, except for the UN Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980. The place of performance for the obligations arising from this warranty is 5020 Salzburg, Austria. The exclusive jurisdiction is the relevant court having subject-matter jurisdiction in 5020 Salzburg.