

Terms and Conditions for Repair

1. General

Rößler Waffen GmbH ("RÖWA") takes over and repairs rifles/rifle parts to the following conditions.

2. Estimate of costs

Estimates of costs are only drafted on the basis of a specific order; neither the placement of an order in this respect nor the drafting contain an obligation to carry out repairs.

Estimates of costs are against payment, if repairs are not carried out on demand of the Principal. Estimates of costs are generally only established in writing by our repairs department. Oral information on estimated costs of repairs are not binding. All-inclusive price commitments are not made. Except when otherwise agreed all shipping cost have to be borne by the Principal.

3. Delivery

RÖWA delivers the contractual object immediately to the Principal after having repaired and controlled it. Fixed dates cannot be guaranteed.

4. Hand-over

The object to be repaired or delivered is returned at the expenses and at the risk of the Principal. When handing over complete packages (weapon, assembly, rifle scope) for test purpose, a separate agreement shall be concluded with the Principal.

5. Old parts, reservation of title and retention right Replaced old parts shall pass into the possession of ROWA without compensation, unless otherwise demanded upon order placement, and have to be destroyed, provided they are no replacement parts. All delivered and unmounted goods remain in the possession of RÖWA until full payment is received.

6. Limitations of scope of supply

In the event of provisional repairs that are made upon express order, all warranty is excluded. Wear parts only have a life span that corresponds to the respective state of art. 7. Warranty and damage compensation claims arising out of repairs

RÖWA grants warranty for the repair works performed and for the installed parts for a period of six months from the date of hand-over.

The warranty will generally be carried out by remedying the proven defects of repair within a reasonable period. Should it be impossible to remedy the defect or should this be connected with disproportionately high costs, an adequate compensation shall be payable. In order to perform the services under the warranty, the Principal has to transfer the object to be repaired at his own expenses and at his own risk to the agent to his business.

Material provided by the client is not subject to warranty.

Claims out of warranty expire, if

- a) it is not given notice of obvious defects in writing (registered letter) within a period of 14 days after acceptation
- b) the defective parts were changed or repaired by third party or by the Principal himself.

RÖWA shall be held liable for all damages caused by fault, having occurred to the object to be repaired, and that up to the value of the object to be repaired. Beyond that RÖWA shall only be held liable for wilful intent or gross negligence; any liability for consequential damages shall be excluded.

The liability for material damages incurred by the acquirer as entrepreneur shall expressly be excluded.

8. Liability in case of loss of or damage to the object to be repaired

RÖWA shall be held liable for any loss of or damage to the object to be repaired. The liability shall be limited to the repairs or, respectively, to the replacement of the value of the object to be repaired or delivered. For further claims, RÖWA shall only be held liable when acting with wilful intent or grossly negligent. Liability for assemblies provided at the same time, third-party and spare parts shall be excluded.