

# **BENZING Care and BENZING Care+ Warranty Extension for BENZING Products**

## **1.1 General**

This document contains the warranty conditions for selected devices of the BENZING brand. BENZING, a brand of Gantner Pigeon Systems, offers with BENZING Care and BENZING Care+ a voluntary manufacturer's warranty that extends the statutory warranty from 24 to 48 months from the date of purchase of the product. This warranty grants additional rights and does not affect the consumer's statutory warranty rights in accordance with the respective national laws on the sale of goods.

The warranty in accordance with the following conditions is granted in its capacity as manufacturer of devices of the BENZING brand by Gantner Pigeon Systems GmbH (hereinafter referred to as the manufacturer), entered in the Commercial Register of the Republic of Austria under the company registration number 205065t and with its registered office at Montafonerstrasse 10, 6780 Schruns, Austria.

This warranty applies only to end consumers - persons who personally and ultimately use the warranty devices for their own purposes ("consumers, fanciers"). The warranty conditions are valid worldwide.

**The warranty conditions apply only to the following BENZING devices:**

- **BENZING M2**
- **BENZING M3**
- **BENZING Express G2**
- **BENZING 1-field G2 Antenna**
- **BENZING 2-field G2 Antenna**
- **BENZING 4-field G2 Antenna**
- **BENZING 8-field SPEED<sup>2</sup> Antenna**
- **BENZING 12-field SPEED<sup>2</sup> Antenna**
- **BENZING ClubSystem**
- **BENZING Live Clubsystem**
- **BENZING Live Smart Hub 5**

## Brief description of BENZING Care:

### The solid basic protection

New devices that have defects within 48 months of purchase due to manufacturing or material defects will be repaired free of charge by Gantner Pigeon Systems or replaced with a technically equivalent device. The warranty does not cover damage caused by improper handling, incorrect installation or failure to observe the operating instructions.

## Brief description of BENZING Care+:

### The all-round protection for all cases

In addition to the services of BENZING Care, BENZING Care+ offers protection against accidental and impact damage, display breakage and water, moisture and sand damage for 48 months from the date of purchase. Also covered is the replacement in case of total loss.

With BENZING Care+ all eventualities are covered and replacement devices are available at the dealer or are provided by the manufacturer as quickly as possible to enable a quick replacement.

## 2.1 Warranty periods BENZING Care / BENZING Care+

1. **BENZING Care** 48 months from date of purchase
2. **BENZING Care+** 48 months from date of purchase

The warranty period begins with the date of purchase and the proof of purchase serves as proof. The warranty applies only to the original purchaser and cannot be transferred.

## 3.1 Warranty provisions and conditions:

### a. Scope of warranty BENZING Care

This warranty covers all conformity defects of the physical component (hardware) and/or the digital element (firmware) that exist at the time of sale of the warranty devices or that are discovered within the valid warranty period.

This warranty refers to the hardware as a whole of housing, mechanics and display (if available) and does not apply to accessories, insofar as these are exhausted due to the intensity of use (shortening of the service life). Only the consumer is entitled to make a warranty claim in relation to the device. We reserve the right not to examine or reject a complaint regarding the non-conformity of the warranty device if it is made by a person who cannot be identified and/or cannot prove their status as the consumer who purchased the warranty device by presenting the corresponding proof of purchase.

## **b. Scope of warranty BENZING Care+**

In addition to the services of BENZING Care, BENZING Care+ offers protection against accidental and impact damage, display breakage and water, moisture and sand damage for 48 months from the date of purchase. Also covered is the replacement in case of total loss.

Repairs due to accidental damage are available from your Benzing partner for a service fee of approximately Euro 49.00 (as of October 2024).

## **c. Warranty service**

Subject to the terms of this warranty, the manufacturer will, at its sole discretion and to the extent permitted by law, during the warranty period:

- repair the warranty device, if possible (including remotely or by a local partner)

or

- provide a free replacement (excluding costs for transport, removal or installation of the product);

Should a repair or exchange not be possible, the purchase price will be refunded. The decision on the existence of economic or other reasons that make a repair or exchange impossible lies solely with Gantner Pigeon Systems. In this case, the manufacturer has fulfilled its obligations with the repayment.

The warranty period for a repaired or replaced product corresponds to the remaining warranty period for the original product or a longer period prescribed by applicable national laws. An exchange or repair does not reset the warranty period and the statutory warranty remains unaffected in any case.

## **d. Repair or replacement**

The repair or replacement of the device takes place within a reasonable period of time after receipt of a valid warranty claim.

## **e. Firmware updates**

If updates are required to keep the warranty device compliant, including security updates for the duration of the warranty, we will generally make the updates available free of charge via the web interface integrated into the device (over-the-air update) or the BENZING Cloud Service. The decision whether or not to install available firmware updates is the sole responsibility of the consumer. We are not liable for conformity defects of the warranty device that are due to the consumer's failure to install the updates provided.

## f. Warranty claims

Warranty claims are usually to be addressed via the local BENZING partner or to info@benzing.cc. The following documents must be attached to each warranty claim: a valid proof of purchase (receipt, invoice, if applicable, a transport receipt issued by the courier service) and proof of non-conformity (e.g. photos or videos proving the warranty problem);

Should service under this warranty be required, the customer shall contact the BENZING Support Team at info@benzing.cc and follow the instructions or advice given there. If possible, the manufacturer will use a remote access method to diagnose the problem. In this case, the consumer will be asked to agree that the manufacturer and/or its representative may remotely access the product.

### **Claims under this warranty are only valid:**

- upon presentation of the proof of purchase for the warranty device;
- if the non-conformity is confirmed by photos/videos or remote diagnosis;
- within the applicable warranty period for the respective warranty device covered by these warranty conditions.

Warranty claims that do not meet one or all of these requirements will be rejected.

## g. Exclusions:

The warranty does not cover damage caused by improper handling, incorrect installation or failure to observe the operating instructions and must be rejected in the following cases:

### a) Malfunctions or damage caused by:

- any cause not attributable to the manufacture and design of the product (including, but not limited to, fire, water, negligence, viruses, improper use, etc.);
- improper or unintended use, improper transport, installation, operation or storage (overload, mechanical damage, impacts, force, exposure to temperature, humidity and liquids, dust, food, beverages, objects, plants, animals, insects, toxic substances or other factors outside the permissible guidelines), use, transport, installation, operation or storage that is not intended or dangerous in accordance with the manufacturer's use, safety and maintenance instructions for the device, or damage to the device;
- any modification to the software/hardware that is not intended or recommended by the manufacturer, as well as any repair by an unauthorized person;
- shocks, thunderstorms, floods, fires or other external influences beyond our control;
- firmware malfunctions due to hacker attacks, computer viruses, failure to update the firmware as recommended by us, attempted replacement or manipulation of the firmware;

- any further non-compliance with other user and safety recommendations and instructions provided by the manufacturer with the documentation enclosed as part of the original packaging.

b) in the event of discrepancies between the information in the purchase documents and the warranty device, as well as in the event of suspicion of forgery of a document (e.g. if the model, serial (IMEI) or product number on the product has been deliberately changed, deleted, removed or made illegible).

c) cases in which the housing of the warranty device is defective or shows signs of being opened; damage or removal of the security label (hologram sticker)

d) cases in which the display has been deliberately damaged.

e) in the event of technical problems related to the Internet or the mobile network (including, but not limited to, missing or poor signal, lack of suitable terminal equipment to provide a stable and permanent connection).

f) cases in which the consumer refuses to grant the manufacturer remote access to the warranty device, which is necessary for the manufacturer to provide services under this warranty.

#### 4.1 Limitation of Liability:

To the extent permitted by applicable national law, this warranty constitutes the consumer's sole and exclusive remedy against the manufacturer. The manufacturer is not liable for data loss or consequential damage; these are not covered by BENZING Care and BENZING Care+. The manufacturer is not liable for any consequential or indirect damage arising in connection with the devices to which the warranty applies. Nothing in this warranty shall exclude the manufacturer's liability (if any) to consumers for personal injury or death, fraud, intent, or gross negligence, or other matters for which the manufacturer may not exclude its liability under applicable national or European law. Insofar as liability is excluded or limited by the manufacturer, this also applies to its employees, staff, representatives, and agents.

To the extent permitted by applicable national law, the manufacturer shall not be liable for performance failures due to delays, preventions, or impediments in fulfilling its obligations under this warranty caused by circumstances beyond its reasonable control.

The consumer's statutory rights under the applicable national laws relating to purchase agreements are not affected by this warranty.

**The purchaser assures that the product to be insured has no defects known to him at the time of conclusion of Benzing Care or Benzing Care+, in particular no visible damage or impairment of functionality.**

**AMENDMENTS:**

These warranty conditions may be amended unilaterally by the manufacturer at any time at its own discretion, or if the amendments have been imposed due to legal acts that have come into force, and without express prior notification to the customer. Such amendments shall take effect immediately and shall apply from the date of their publication on our website [www.benzing.cc](http://www.benzing.cc). The amendments may take effect retroactively. It is the customer's responsibility to read these conditions regularly and to familiarize themselves with the amendments (if any).

**These warranty conditions are valid from October 10, 2024, and apply to all aforementioned BENZING devices purchased both after and before the aforementioned effective date, from the date of purchase.**