



viDoc[®]

**Warranty conditions:
Return, liability, warranty**





Warranty conditions

A) Voluntary right of return

Vigram offers business customers the possibility to return the ordered goods within 30 days. The return period is 30 days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the goods. The goods can only be returned if they do not meet the technical specifications for accuracy (proven).

The return has to be made to:
Vigram GmbH
Max-Eyth-Strasse 3
725050 Krauchenwies

We grant you a voluntary right of return under the following conditions:

- > the goods are unused (no traces of use)
- > the goods are undamaged
- > the goods are complete

Various types of tests with the goods are considered as use of the goods and such goods can therefore not be returned.

Before returning devices with storage media (e.g. hard drives, USB sticks, etc.), please note that no data must be recorded when you return the goods to us. You are responsible for ensuring that all recorded, confidential and personal data is deleted before returning such devices.

There is no right of withdrawal if the business customer has ordered a service offered by vigram which consists in the provision of a service and vigram has provided the service in full or has already started to provide the service.

The purchaser bears the costs of the return shipment.

B) Lack of availability of ordered goods or services, force majeure, self-delivery reservation

If vigram should discover after receipt of the order that the ordered goods or services are no longer available at vigram or could only be delivered or provided with a time delay because the upstream supplier does not supply vigram after receipt of the customer's order through no fault of vigram or, for example, triggers a recall action with regard to the ordered article, vigram will inform the customer of this. The customer is entitled to withdraw from the offer if the delivery is delayed by more than 8 weeks. Payments already made will be refunded by vigram immediately after the withdrawal.

In cases of force majeure, such as war or the threat of war, industrial action (also in supplier companies on whose material supply vigram is dependent), which are unforeseeable and unavoidable for vigram, vigram is entitled to postpone performance of the contract by up to 12 weeks from receipt of the order. The customer will be informed of this without delay.

In the event of an unlawful industrial dispute, vigram is only liable for gross negligence.

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C) Delivery

The goods are always delivered at the expense of vigram GmbH. Excluded from this are returns which are not subject to any guarantee or warranty or if the customer makes use of his right of return.

Delivery area: vigram delivers exclusively to business customers with a delivery address in Germany. All international business is handled by Pix4D (based in Lausanne, Switzerland).

Delivery times depend on the place of delivery and vary according to the availability of the delivery companies. Express deliveries or other special requests are possible for a fee and must be requested with the order.

Delivery is made by DHL as standard. After dispatch, the customer can always track the shipment on request.

D) Retention of title

Vigram retains title to all goods delivered by it to a business or private customer until final and complete payment of the goods delivered. Insofar as vigram exchanges goods within the scope of the warranty, it is already agreed today that the ownership of the goods to be exchanged is reciprocally transferred from the business customer to vigram or vice versa at the time when vigram receives the goods returned by the customer or the business customer receives the exchange delivery from vigram.

E) Warranty

Vigram warrants that the products are free of material defects and defects of title in accordance with §§ 434, 435 of the German Civil Code at the time of the transfer of risk.

After receipt of the ordered goods, the customer must immediately inspect them for completeness and/or any defects and immediately notify vigram of any incompleteness or any defects by means of a written notification of defects (e-mail to info@vigram.com), at the latest within one week of receipt of the goods.

In the case of hidden defects, the complaint must be made immediately after the hidden defect has been discovered.

The warranty period is 2 years from receipt of the goods. Prerequisite is a product registration within 30 days after the date of purchase.

The business customer has the right to demand either the rectification of the defect or the delivery of a defect-free item. Within the framework of § 439 of the German Civil Code (BGB), Vigram may refuse the type of subsequent performance chosen by the purchaser if it is only possible at disproportionate cost. If, within the framework of a repair, the elimination of a defect is not successful even at the second attempt, the customer is entitled within the framework of § 439 BGB to demand the delivery of a defect-free item or to reduce the purchase price or to withdraw from the contract. However, withdrawal is excluded if the defect is minor and insignificant or if there is no product registration.

With regard to any claims for damages due to defects in the item, the statutory provisions shall apply, as well as the exclusion of liability.

A prerequisite for warranty claims is that the defect has not been caused by improper use or stress.

In the event of withdrawal, § 346 BGB shall apply.



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F) Liability

Vigram, its management and employees shall be liable in cases of positive breach of contract, delay, impossibility, tort and for any other legal reason (except pre-contractual breaches) in case of intent and gross negligence. Viscan shall not be liable for the use of the Hardware in connection with third party software.

In the event of data loss, vigram shall only be liable if the Business Customer has verifiably backed up the data files regularly at least once a day. Liability for loss of data is limited to the cost of restoration in the event of the existence of a backup copy, unless the loss of data was caused by vigram intentionally or through gross negligence. Otherwise, with the exception of cases of intent, liability is excluded.

The scope of vigram's liability under the Product Liability Act remains unaffected.

The above provisions reflect the full scope of liability of vigram, its management and its employees. Any further liability is excluded.

Vigram accepts no liability whatsoever for third-party services and apps. Vigram does not assume any liability or give any guarantee that the accuracies of 1 cm + 1 ppm are maintained outside the standard/test conditions.



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