

SPINOGY Service & Guarantee Terms

SPINOGY develops, manufactures, assembles and tests its products to the highest quality standards at its site in Weiterstadt, Germany. Despite careful development and comprehensive quality controls, it may happen in individual cases that a product does not work as intended or is damaged in the course of use.

For these cases, SPINOGY offers comprehensive service and support as well as a voluntary manufacturer's guarantee. These Service and Guarantee Terms describe the scope of these services and the applicable rights and obligations in connection with warranty, guarantee and service cases.

The SPINOGY Service and Guarantee Terms are divided into the following sections:

1. General information
 2. Statutory warranty
 3. Guarantee terms
 4. Services
 5. Procedure for defects or guarantee claims
 6. Liability
 7. Other provisions
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1. General information

These Service and Guarantee Terms apply to all products manufactured and placed on the market by SPINOGY, regardless of whether they were purchased directly from SPINOGY or through authorised dealers or machine manufacturers. The buyer's statutory warranty rights against the respective seller/dealer remain unaffected by these terms. The guarantor is SPINOGY GmbH, Brunnenweg 17, 64331 Weiterstadt, Germany, phone +49 6150 970 960, email mail@spinogy.de.

2. Statutory warranty

The statutory warranty rights apply to material defects. For purchases made directly from SPINOGY, the rights in the event of defects are governed by our General Terms and Conditions (clause 7). For purchases made through dealers or machine manufacturers, the warranty rights exist against the respective seller. Exercising these rights is free of charge; they are neither restricted nor replaced by the following guarantee.

3. Guarantee terms

3.1 Guarantee statement

SPINOGY grants a voluntary manufacturer's guarantee on all products. This guarantee applies in addition to the buyer's statutory warranty rights against the seller and does not restrict them. The standard guarantee period can be extended for an additional charge. Prices can be found in the SPINOGY price and service list. Claiming under the guarantee is free of charge for the buyer. The guarantee applies worldwide; guarantee services are provided by SPINOGY at its site in Weiterstadt.

3.2 Guarantee period

The guarantee period for the respective products is shown in the following table (applies unless a guarantee extension has been purchased):

Product	Component	Guarantee period
X22 & X30	Housing components	36 months
	Bearing seats	36 months
	Heat sink	36 months
	Piston	36 months
	Shaft	36 months
	Electrical components (connectors, sensors, wires)	24 months
	Motor (stator & rotor)	36 months
	Fan	24 months
	Spindle bearings	No guarantee
	Clamping system	No guarantee
	Springs (disc springs, wave springs)	No guarantee
	Seals	No guarantee
Xcontrol-P	Solenoid valves	24 months
	Pressure control valves	24 months
	Push-in fittings	24 months
	Relays	24 months
	Terminal blocks	24 months

	Pressure sensor	24 months
	Hoses	24 months
	Cables and wires	24 months
Product	Component	Guarantee period
Xcontrol-E	Frequency inverter	24 months
	Line filter	24 months
	Braking resistor	24 months
	Relays	24 months
	Wires	24 months
	Terminal blocks	24 months
	Fan	24 months
Xcool	Pump	24 months
	Fan	24 months
	Tank	36 months
	Radiator	24 months
	Push-in fittings	24 months
	Sensors	24 months
	Display	24 months
	Electrical components	24 months
Clamping tools	Collet chucks	36 months
	Pull studs	36 months
	Clamping nuts	36 months
	Collets	24 months
	Spanners	24 months

	Other clamping tools	24 months
	Frequency inverter	24 months
Electrical control	Line filter	24 months
	Braking resistor	24 months
Product	Component	Guarantee period
	Motor and sensor cable	36 months
Electrical control	Motor and sensor connector	24 months
	Other electrical control components	24 months

Note: The guarantee also covers assembly errors if the assembly was demonstrably carried out by SPINOGY or authorised specialists. SPINOGY grants a guarantee of 36 months on all assembly work (unless a guarantee extension has been purchased). The claim lapses if the product was assembled by unauthorised third parties.

The guarantee begins with the delivery of the product, evidenced by a proof of purchase and the corresponding delivery note. The invoice or delivery date is decisive. If the product was purchased through a dealer and no proof of purchase is available, the guarantee begins on the date of delivery to the dealer according to the manufacturer's records.

Guarantee extension: The guarantee extension to 4, 5 or 6 years purchased for an additional charge at the time of purchase applies to the components with a guarantee period of 36 months and to the assembly work. Components with a guarantee period of 24 months keep this period. Components without a guarantee remain excluded from the guarantee even with an extension.

Used products: The guarantee also applies to used, inspected products (e.g. Second Life Deals) with the guarantee period shown in the table, starting with delivery to the buyer. A guarantee extension cannot be purchased for used products.

3.3 Exclusions from the guarantee

The following cases in particular are excluded from the guarantee:

- unsuitable or improper use
- incorrect assembly or disassembly by the buyer or third parties
- incorrect commissioning or decommissioning
- unauthorised modifications to the product
- natural wear (e.g. spindle bearings)
- improper maintenance
- incorrect or careless handling
- incorrect storage

- failure to follow the operating instructions
- defects already known to the buyer at the time of purchase
- force majeure
- unsuitable places of use
- chemical, electrochemical or electrical influences

3.4 Guarantee services

In the event of a guarantee claim, SPINOGY will, at its own discretion and within a reasonable period, remedy the defect by repairing the affected product or component free of charge.

If a repair is not possible or not economically justifiable, SPINOGY will instead supply an equivalent, technically flawless replacement product. The replacement product may differ visually from the original product, provided this does not impair its function. There is no entitlement to delivery of a brand-new product. In the event of a guarantee claim, SPINOGY bears the costs of the repair or the replacement part as well as the shipping to SPINOGY and the return shipping to the customer. All parts removed in the course of the guarantee service become the property of SPINOGY unless otherwise agreed. In the course of repairs, SPINOGY may bring the product up to the latest state of the art.

4. Services

SPINOGY offers comprehensive services:

1. Diagnosis & fault analysis

Analysis and inspection of the motor spindle to identify the causes of failures, wear or loss of performance.

2. Maintenance & prevention

Regular inspections allow wear to be detected early and unplanned downtime to be reduced.

3. Repair & overhaul

Replacement and renewal of worn or defective components.

4. Spindle optimisation & conversion

Upgrades or conversion of existing SPINOGY spindles. For example, spindle options can be retrofitted or spindles can be converted from manual to automatic tool change.

5. Express service

We offer an express service for all services. Prices can be found in the SPINOGY price and service list.

5. Procedure for defects or guarantee claims

5.1 Notification of defects

The buyer is asked to report obvious defects to SPINOGY without undue delay after receipt of the goods and hidden defects without undue delay after their discovery, in writing or by email. The notification should contain a description of the fault that is as precise as possible.

5.2 Proof

To process the case, SPINOGY requires the following information:

- Proof of purchase (invoice or delivery note)
- Product designation and serial number
- Description of the defect (with photos or videos, if applicable)

5.3 Inspection by SPINOGY

After receiving the notification, SPINOGY decides on the further procedure. Upon request, the customer is obliged to send the product or the affected component to SPINOGY or an authorised service address, or to keep it available for inspection.

5.4 Processing

SPINOGY examines the warranty or guarantee case and informs the customer of its decision. If a claim exists, the repair or replacement delivery is carried out in accordance with the guarantee terms.

5.5 Costs

In justified guarantee cases, SPINOGY bears the costs of repair or replacement as well as the shipping to SPINOGY and the return shipping to the customer. If the inspection shows that there is no guarantee case, SPINOGY will inform the customer in advance of the costs for inspection, repair and shipping. These costs are only incurred if the customer has agreed; without consent, SPINOGY will return the product unrepared.

5.6 Replacement parts and ownership

All parts replaced in the course of the guarantee service become the property of SPINOGY unless otherwise agreed.

6. Liability

1. The seller is liable without limitation for damage caused by intent or gross negligence on the part of the seller, its legal representatives or vicarious agents.
 2. The seller is likewise liable without limitation for culpable injury to life, body or health and in accordance with the provisions of the German Product Liability Act.
 3. In the event of a slightly negligent breach of essential contractual obligations (cardinal obligations), liability is limited to the foreseeable damage typical of the contract. Essential contractual obligations are those obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the contracting party may regularly rely.
 4. Any further liability for slight negligence is excluded.
 5. Otherwise, to the extent permitted by law, liability for indirect damage, consequential damage, production downtime, loss of profit and other financial losses is excluded, unless these are based on intent, gross negligence or the breach of essential contractual obligations.
 6. The above limitations of liability also apply accordingly in favour of the seller's legal representatives, employees and vicarious agents.
 7. The above limitations of liability do not apply in the case of fraudulent concealment of a defect or to the extent of a guarantee given.
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7. Other provisions

7.1 Applicable law

The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). For consumers, this choice of law applies only insofar as it does not deprive them of the protection afforded by mandatory provisions of the law of the state in which the consumer has their habitual residence.

7.2 Place of jurisdiction

If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship is the seller's registered office. However, the seller is also entitled to sue the customer at the customer's general place of jurisdiction.

7.3 Prohibition of assignment

If the customer is a business, it is not entitled to assign claims arising from the business relationship to third parties without the seller's prior written consent.

7.4 Severability clause

Should individual provisions of these Service and Guarantee Terms be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the statutory provision.

7.5 Precedence of individual agreements

Individual agreements with the customer take precedence over these Service and Guarantee Terms.