

## **Tamron Europe GmbH – 5-Year Manufacturer’s Warranty Terms of Warranty**

Tamron Europe GmbH and its distribution partners (hereinafter "TAMRON") warrant, subject to the terms set out below, that product distributed by TAMRON within the European Union (EU), Norway, Iceland, Turkey, Ukraine, Andorra, and Gibraltar will remain free from defect during the agreed warranty period if used and serviced properly. Should product turn out to be defective during the warranty period, TAMRON agrees to either repair or replace such product free of charge, replacement product being either of the same production series or a comparable successor product.

### **1. Customers Entitled to Claim under the Warranty**

Entitled to claim under the 5-year warranty are end consumers resident in the European Union (EU), Norway, Iceland, Turkey, Ukraine, Andorra, or Gibraltar who bought a new TAMRON product from a dealer located in in one of these countries after 1 January 2013 and registered their product within 2 months after purchase on either the TAMRON website <http://5years.tamron.eu/> or directly with one of the regional TAMRON distribution partners. The warranty is not capable of transfer or assignment.

### **2. Warranty Period**

This warranty is valid for five years from the date of purchase of the product. The date of the receipt shall be deemed date of purchase.

### **3. Making a Claim under the Warranty:**

- (1) To make a claim under the warranty, the customer must send the product to the [TAMRON Service Centre](#) nearest to him within his country of residence. His warranty claim will be processed and satisfied exclusively by that service centre. The product must be accompanied by a copy of the receipt as proof of purchase, confirmation of registration for the 5-year warranty and a description of the defect which should be as detailed as possible.
- (2) The product must be sent all postage paid. The customer agrees to arrange, at his own expense, for adequate insurance and packaging.

#### **4. TAMRON'S Duties**

- (1) In the event of there being a defect within the meaning of these warranty terms, TAMRON will - free of charge – either repair the defect or replace the defective product, such replacement product being either of the same production series or a comparable successor product. Should the examination of the customer's complaint reveal that there is no liability under the warranty, TAMRON will furnish an estimate of the likely cost of repair.
- (2) Product will only be returned to an address within the country of the TAMRON Service Centre responsible for handling the warranty claim. TAMRON will pay all costs of such return. Where the customer expressly requests product to be sent to a different country, the customer will pay all additional costs this request may cause (such as additional postage or any customs duty or tax payable).
- (3) Replaced product will become the property of TAMRON and not be returned to the customer.

#### **5. Exclusion of Liability:**

- (1) Not covered by the warranty are defects resulting from any one or several of the causes or events below:
  - Deliberate or unintentional wrong use (see instructions for use), inappropriate use or alterations to the product
  - Misuse of product for other than its intended purpose
  - faulty repair or servicing by any third party not authorised by TAMRON
  - inappropriate storage, use under extreme conditions
  - external force (such as caused by a fall or jolt), sand, dirt, liquids or inappropriate handling in transport
  - wear and tear caused by extraordinarily frequent but otherwise proper use.
- (2) The warranty expires if the product serial number is removed or defaced beyond recognition.
- (3) The warranty only covers new product purchased in the European Union (EU), Norway, Iceland, Turkey, Ukraine, Andorra, and Gibraltar and supplied by TAMRON to one of its contractual distributors there resident. Product which entered the warranty territory through any other supply channel is expressly excluded from protection under this warranty.
- (4) Adjustments to focus and/or sharpness/resolution may only be claimed under this warranty for cameras registered with TAMRON, as requirements may differ for other models.

## **6. Data Protection:**

By registering for the 5-year warranty, the customer consents to the storage of his data by TAMRON and also to their use by [TAMRON and TAMRON Service Centres](#) authorised to process and handle warranty claims. Data will not be disclosed to third parties and only be used for the purposes of the performance of these terms.

## **7. Sundry:**

- (1) This warranty is meant to supplement existing provisions of statutory law. This warranty does not affect any statutory rights the customer may have under mandatory provisions of the laws of his home country nor is it intended to exclude any of the buyer's mandatory rights and remedies against the seller under applicable sale of goods legislation. In the absence of any such provisions of his domestic law, the customer may, upon registration, rely exclusively on the terms of this warranty.
- (2) Under the terms of this warranty, no relief can be claimed beyond repair and, where appropriate, supply of a replacement product and any claim for such further relief, in particular compensation for consequential loss or damage, such as loss of earnings, replacement batteries, replacement of film because of incorrect exposure, wasted development costs, photographer's professional charges or travel expenses, is expressly excluded hereby.
- (3) Any warranties and assurance by third parties beyond the warranties given and representations made by TAMRON, are not binding upon TAMRON unless expressly confirmed in writing by TAMRON.
- (4) Should individual provisions of these terms be partly or wholly invalid or inoperative or subsequently become invalid or inoperative in consequence of a change of the applicable law, the remaining terms and their validity shall not in any way be thereby affected.

As of 01.01.2013