

Limited Warranty (Switzerland and EU)

THIS WARRANTY GIVES YOU SPECIFIC RIGHTS THAT ARE IN ADDITION TO YOUR LEGAL RIGHTS AS A CONSUMER PROVIDED BY THE LAWS OF YOUR COUNTRY OF RESIDENCE.

THIS WARRANTY CONTAINS CERTAIN LIMITATIONS OF LIABILITY. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR LIABILITY, SO THE LIMITATIONS IN THIS WARRANTY MAY NOT APPLY TO YOU.

FOR A FULL UNDERSTANDING OF YOUR RIGHTS, YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY.

The limited warranties provided by LANG Beverages SA (“LANG” “we,” or “us”) apply only to new Lang-branded products and related accessory products (“Accessories” and collectively with LANG and Lang-branded products, “LANG Products”) that you purchased in the European Union or Switzerland directly from LANG or an authorized LANG reseller or retailer for your own use, and not for resale.

LANG warrants to the first purchaser of the LANG Products that the LANG product will be free from defects in workmanship and materials, under normal non-commercial use, for two (2) years from the original purchase date,

Any other products that are not Lang-branded products are covered by the warranty, if any, of the respective branded manufacturer, and not this warranty.

Our warranties do not apply to:

Any website services provided by LANG or third parties in connection with the LANG Product;

Any third party products (including software) or services, included with or used with the LANG Product, or damages to the LANG Product caused by third party products or services;

Damage to the surface of the LANG Product, including cracks or scratches, or any other cosmetic damage;

Damage that results from accident, abuse, misuse, neglect or any use of the LANG Product other than for its intended use;

Damage that results from any unauthorized attempts to open, maintain, repair or modify the LANG Product; and

Damage that results from the LANG Product being subjected to abnormal physical, thermal or electrical stress, including water, dust, power fluctuations or other hazards.

As your sole and exclusive remedy and LANG’s entire liability under this warranty (although not with respect to your other legal rights as a consumer), LANG will choose to either repair the LANG Product or replace it with a comparable LANG Product. Replacement LANG Products and parts used to repair the LANG Products may be new, refurbished or reconditioned. Repaired or replaced LANG products are warranted for the unexpired portion of the original warranty period or 90 days from the date of shipment of the repaired or replacement LANG Product, whichever is longer. Repaired or replaced Accessories are warranted for the unexpired portion of the original warranty period. All LANG Products and parts that are replaced become the property of LANG.

You must contact LANG or the retailer where the product was purchased within the warranty period and furnish a dated proof of original purchase prior to the return of any LANG Product for warranty service. The returned LANG Products must not have missing or altered serial numbers or other identification marks that appear on the LANG Products as delivered. For Further information and to obtain contact information, refer to Lang’s website at www.drinklang.com/support.

Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THESE LIMITED WARRANTIES ARE IN LIEU OF, AND G-LAB EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. IN THE EVENT THAT THE DISCLAIMER OF ANY IMPLIED WARRANTIES IS PROHIBITED BY STATUTE, TO THE FULLEST EXTENT PERMITTED BY LAW, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THESE EXPRESS WARRANTIES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM G-LAB OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS LIMITED WARRANTY.

(A) THIS PARAGRAPH (A) IS SUBJECT TO PARAGRAPH (B) BELOW. LANG, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY (1) PERSONAL INJURY; (2) SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES; (3) ANY ECONOMIC LOSSES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS OR ANY OTHER PECUNIARY LOSS); OR (4) COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, IN EACH CASE ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LANG PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THESE LIMITATIONS WILL APPLY EVEN IF LANG HAS BEEN ADVISED OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO PARAGRAPH (B) BELOW, IN NO EVENT SHALL G-LAB'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE GREATER OF (1) THE AMOUNT YOU PAID FOR THE PRODUCT GIVING RISE TO THE DAMAGES, OR (2) CHF50.

(B) TO THE EXTENT MANDATED BY THE LAWS OF YOUR COUNTRY OF RESIDENCE, NOTHING IN THIS WARRANTY EXCLUDES OR LIMITS LIABILITY:

- (1) FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR WILLFUL MISCONDUCT;
- (2) FOR FRAUD OR FRAUDULENT MISREPRESENTATION;
- (3) FOR BREACHES OF ANY STATUTORY IMPLIED CONDITION AS TO TITLE OR IMPLIED WARRANTIES AS TO QUIET POSSESSION AND LACK OF ENCUMBRANCES;
- (4) FOR BREACHES OF ANY STATUTORY IMPLIED CONDITIONS AS TO CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY, FITNESS FOR PURPOSE AND CORRESPONDENCE WITH SAMPLE;
- (5) FOR LOSS OR DAMAGE ARISING FROM DEFECTIVE LANG PRODUCTS DUE TO NEGLIGENCE IN MANUFACTURE OR DISTRIBUTION; OR
- (6) TO THE EXTENT THAT THE RELEVANT LAW PRECLUDES OR PROHIBITS ANY EXCLUSION OR LIMITATION OF LIABILITY.