

Bad Goisern, March 18th, 2020

Guarantee conditions of “Johann von Goisern” frames

1) Products

- a. The Guarantee declaration only includes frames of the brand “Johann von Goisern”
- b. The guarantor expressly guarantees, that the above-mentioned products comply with the current generally acknowledged state of the art

2) Period of guarantee

- a. The guarantee period is 1 year, beginning with the sale to end customers (private-clients) – but at the latest 1 year after delivery to the optician/distributor (per invoice-date)

3) Extent of liability

- a. The guarantor is only liable to the policyholder in case of defects caused by material defectiveness of the spectacle-frame
- b. Guarantor is not liable for:
 - i. Damages caused by normal wear and tear
 - ii. Willful or negligent damage
 - iii. Damage by acts of nature
 - iv. Color change of the material
 - v. Any surface changes
 - vi. Improper treatment of the frame
 - vii. Glazing of the frame
 - viii. Damages caused by non-observance of the glazing regulations*
 - ix. Any influence on the material, with the intent to change the shape

4) *Glazing regulations

- a. Assembly exclusively done by specialist opticians
- b. Do not expose to excessive heat
- c. Do not expose to great pressure
- d. Do not choose the glass diameter too large

5) Legal notice

- a. Austrian law applies for the guarantee conditions
- b. Competent law court for any disputes arising from this guarantee conditions is the relevant law court for Bad Goisern am Hallstättersee/Austria