**Warranty conditions for Custom-Fit products**

**Article 1 – General**

Our products are produced with great care and are 100% climate neutral. High-quality materials and the most advanced techniques are used in the production process. The warranty for a custom-fit product covers: fit, breakage, damage, sealing, material, deformation and discolouration of the product and manufacturing defects. Changes in design or choice of material are not covered by this warranty.

**Article 2 – Glossary**

The following terms are used in these warranty conditions:

* **Pluggerz**: custom-made hearing protection or earmould from the Pluggerz label.
* **Decorative piece**: an earmould in which one or more colours (other than transparent), possibly in a specific pattern, are incorporated or an earmould that is provided with a specific image.

**Article 3 – Applicability**

These warranty conditions apply to all legal relationships between the buyer and Pluggerz that have been supplied by Pluggerz to the buyer.

**Article 4 – Fit, breakage and damages**

1. The warranty on the fit, breakage and damage of earmoulds and custom-made hearing protection is valid for 6 months.
2. The warranty on the fit only applies to fits that are intended for users aged 16 and over. For people under 16, a warranty period of three months applies to the fit.
3. The warranty on the fit does not apply to a RIC earmould ‘short version’ and earmoulds that are silver-plated, gold-plated or steel plated. A trial period of one week prior to silver-plating, gold-plating or steel-plating is recommended for these.
4. Breakage and damage due to careless use are in no case covered by the warranty conditions.
5. The warranty on the fit does not apply to sealing: the seal may be good, but the fit uncomfortable and vice versa.

**Article 5 – Sealing**

1. The warranty on sealing for earmoulds and hearing protection only applies upon delivery.
2. If a leak occurs after delivery and this is not a result of a warranty case as mentioned in article 4 paragraph 1, then this is beyond our sphere of influence and cannot be attributed to us.

**Article 6 – Materials, deformation, discolouration and manufacturing defects**

1. In the event of material irregularities, deformation, discolouration and manufacturing defects, a warranty period of 5 years applies.
2. As an exception to the provisions in paragraph 1 of this article, a warranty period of 2 years applies to earmoulds and hearing protection made of flexible material (such as a-flex, bioflex, thermoflex and Variotherm), decorative pieces and products that are silver plated, gold plated and/or steel plated, a warranty period of 6 months applies to discolouration.
3. Discolouration due to insufficient cleaning of the products and deformation due to careless use are not covered by the warranty conditions.

**Article 7 – Execution of Warranty claim**

1. Complaints regarding externally visible defects or shortcomings must be made within 10 days of delivery. Complaints regarding other defects must be made within 10 days after the buyer has discovered the defect or could reasonably have discovered it, but within the warranty period, which commences on the invoice date.
2. If the periods mentioned in paragraph 1 are exceeded, any claim against Pluggerz will lapse.
3. If Pluggerz has acknowledged liability for the defect for which the warranty applies, Pluggerz has the choice to repair or replace the product, or to refund the purchase price.
4. Only correctly completed warranty claims will be processed, whereby the products must be returned within 4 weeks of the complaint.
5. In the event of fit problems and insufficient sealing, a new print must also be made.
6. In case of special details that are important for the warranty claim, these must be mentioned under "Comments".

**Article 8 – Returns**

Because the customer sometimes wants to keep the product until the new product is ready, it can also be returned afterwards. If the warranty conditions are met, Pluggerz grants a temporary warranty. Pluggerz sends a bag with a production label with the new order. After adjustment, the buyer puts the old Earmould in this bag and returns it to Pluggerz. The term for sending it back is 4 weeks after the buyer has received the new product, otherwise the warranty expires and the buyer will receive an invoice for the new product, which the buyer must pay within the payment term stated on that invoice.

**Article 9 – Quality of prints**

1. Pluggerz will reject prints of insufficient quality. Should the buyer decide to have the product made anyway (except for hearing protection), this product will not be eligible for warranty.
2. During the making of the prints, the ear canal must be free of, for example, piercings and other related products. If prints are still made, they will not be eligible for warranty.

**Article 10 – Cancellation of Order**

Free cancellation is only possible if the ordered prints have not yet been put into production. As soon as the order has obtained the status “in production” in the dealer portal, the buyer owes Pluggerz the full price of the order that has been cancelled.

**Article 11 – Liability**

Any liability for damage resulting from the materials supplied by Pluggerz is limited to the amount paid out by Pluggerz's insurance company for the specific case, except for cases of intent or gross negligence and only to the extent permitted by law.