

GETT statement on Lifetime Warranties

A “(limited) lifetime warranty” is a guarantee commitment that has not been clearly defined in the area covered by the EU and therefore regularly leads to misunderstandings. Manufacturers based in the USA or China are usually the ones that operate with this term or offer this service. This grants the customer an entitlement (guarantee) that goes beyond the statutory period covering any defects of quality (warranty).

The crucial question for customers in the area covered by the EU is how a “lifetime warranty” is defined. It does not cover, for example, the lifespan of the purchaser or the time in which the product is used. Above-average warranty periods of 40 or 50 years are also excluded from this.

In fact, it tends to refer to the period of the normal serviceable life of the device and this is expressed in the normal period of use in terms of years. This may include both the normal period of use at a customer’s premises and the serviceable life at the manufacturer – i.e. until the relevant product line has been discontinued!

These guarantee promises, which inevitably and allegedly refer to high quality and durability, repeatedly cause confusion in the area covered by the EU. Lawmakers are seeking to counter this unclear legal situation, which, in the end, leads to misleading statements, by means of various laws and rulings. A supplier infringes competition law, for example, if it offers a guarantee that is supposed to last for longer than 30 years. Section 202 Para. 2 of the German Civil Code contradicts this. Otherwise it would interfere with periods covered by the statute of limitations in the law and extend them, as suggested by the phrase “lifetime warranty”. Any use of unclear and misleading formulations is, however, regulated in the Unfair Competition Act (Para. 1 subsection 7); on the basis of this, it is possible to take legal action against any “lifetime warranty” that is not clearly defined in greater detail. The same applies to so-called “limited lifetime warranties”, which, despite restrictions and legally correct formulations, also refer to “lifetime warranties” in the end and are usually just as vague.

GETT offers transparent conditions within the framework of its warranty and guarantee policy. As a B2B provider, we grant a statutory, non-diminished warranty of 2 years on our products. We make available guarantees for up to 4 years on particular products – but we define the relevant guarantee claims in a clear and straightforward manner. We refuse any misleading formulations like “lifetime warranty” as a matter of principle and encourage our customers and partners to critically ask questions about any such promises made by other manufacturers.

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