

## WARRANTY POLICY BETWEEN SWF KRANTECHNIK GMBH AND ITS CUSTOMERS, DISTRIBUTORS AND DEALERS.

### 1. Warranty of SWF Krantechnik GmbH hoists and crane components

SWF Krantechnik GmbH warrants to the best of its knowledge that the products delivered by SWF Krantechnik GmbH are designed according to applicable European regulations and norms and are free from defects caused by faulty design, materials or workmanship, which would prevent the electrical or mechanical functioning of products.

This warranty guideline applies to SWF Krantechnik GmbH hoists and crane components and parts delivered by SWF Krantechnik GmbH to its customers, distributors, agents or dealers (hereafter referred as "customer"). The policy shall not overwrite SWF Krantechnik GmbH's General Terms & Conditions of Sales in force at the formation of the contract. In the event of any inconsistencies between this guideline and the General Terms & Conditions of Sales, SWF Krantechnik GmbH's General Terms & Conditions of Sales shall govern over this guideline.

### 2. Handling of warranty claims

Claiming of a warranty must follow the below stated guidelines:

2.1 Any claim regarding defective product delivered by SWF Krantechnik GmbH and to be corrected under warranty must be notified in written form. The notification must contain a description of the defect with possible causes and a reference recognised by SWF Krantechnik GmbH (work number, serial number of the hoist etc) and the address whereto the replaced or repaired parts will be delivered which is the original delivery place and according to the original delivery term. Please see hereto also the attached forms. A condition of the warranty is that the written notification is given to SWF Krantechnik GmbH **without delay** after the defect has been discovered, however no circumstance later than **4 calendar days** thereafter.

2.2 If the travelling distance between the premises of the customer and the location of the defect product exceeds 300km one way, SWF Krantechnik GmbH has to be informed. In such cases, SWF Krantechnik GmbH reserves the rights to assign the repair to any other SWF Krantechnik GmbH dealer located closer. In case the travelling has not been agreed with SWF Krantechnik GmbH the costs might be cutted down or rejected.

2.3 SWF Krantechnik GmbH replies to the written notification within 24 hours after receiving the written notification with a claim confirmation. In case parts are needed urgently- those shall be delivered without delay.<sup>1)</sup>

<sup>1)</sup> In case the original delivery is not fully paid yet and the payment is due SWF Krantechnik GmbH delivers the replacement parts only against an advance payment. SWF Krantechnik GmbH's customer will get a corresponding credit note to its customer's account later in case warranty is accepted by SWF Krantechnik GmbH after checking the defective part(s).

2.4 Precondition of the warranty is that the defect occurred within the warranty period.

2.5 The acceptance of the claim depends on the final inspection of the returned defective parts. The defective parts which are **required back** by SWF Krantechnik GmbH should be returned within **two weeks** after receiving the replacement parts unless otherwise agreed.

2.6 Warranty expires and the customer loses his right to have the defect remedied if:

2.6.1 The written notification [see under 2.1] is not delivered within **4 calendar days** after the defect has been discovered.

2.6.2 Replaced parts [see under 2.5] are not returned within **2 weeks** after reception of the spare or replacement parts

2.6.3 Service report [see under 5.1 a)] and Statement of costs including all copies of invoices for additional expenses [see under 5.1 b)] are not delivered within **2 weeks** after repair or replacement<sup>1)</sup>.

**NOTE: Each claim will be closed after 2 months from the written notification. In case of any of above mentioned documents are missing, the claim is irrevocably closed as “Rejected Claim” and delivered replacement or repaired parts will be invoiced according to spare part price list in force at that time.**

### **3. Warranty period**

Warranty period for electric wire rope hoist components, electric chain hoist components, end carriages, light crane components and crane kits is:

- 24 months from the date of delivery.

Warranty period for electric wire rope and electric chain hoists, end carriages, light crane components and crane kits which are bought from SWF Krantechnik GmbH stock is:

- 24 months after taking the crane/hoist into operation (SWF Krantechnik GmbH's customer provides the proof), but maximum 30 month after date of delivery.

Warranty period for manual lifting equipment and trolleys is:

- 12 months from the date of delivery.

The warranty period for replaced or repaired parts shall be 12 months from the date of repair or replacement. However, this warranty period shall end at the latest when the warranty period of original delivered product(s) expires.

### **4. Extent of warranty**

4.1 SWF Krantechnik GmbH's customer has to give SWF Krantechnik GmbH a possibility to check and inspect the damaged part or component. All the replaced parts required back shall be delivered to SWF Krantechnik GmbH within **two weeks** upon receipt of the replacement.

If SWF Krantechnik GmbH accepts the claim as warranty it will cover the costs for labour related to remedy of the defect (see under 5.)

If SWF Krantechnik GmbH rejects the claim it will give a written notification about the rejecting reason and send an invoice for the delivered part(s) based on the spare parts price list.

4.2 SWF Krantechnik GmbH bears the risk and the reasonable direct costs for the transport of the replaced and repaired part(s) from SWF Krantechnik GmbH to the place of delivery of the original part according to the original delivery term. The transport instructions of SWF Krantechnik GmbH has to be followed.

4.3 Low valued, sporadically breakable parts and exhaustible items including but not limited to fuses, rectifiers and bulbs are excluded from the warranty. Parts which are subject to normal wear and tear such as brake wearing parts, rope guides, ropes, load chains, chain guides are not covered by warranty.

4.4 The warranty does not apply to the parts or components, which SWF Krantechnik GmbH has purchased according to its customer's specification and/or from a specified supplier or defects arising out of materials provided or a design specified by customer.

4.5 Transport damages are handled according to the specification see Annex II.

### **5. Handling of warranty costs**

5.1

a) SWF Krantechnik GmbH's customer has to provide a Service Report of repair or replacement in detail within **two weeks** after the repair or replacement. SWF Krantechnik GmbH approves (or declines) the costs of the dismantling and remantling work after checking the returned parts.

b) Warranty costs caused to customer are covered explicitly with credit notes against SWF Krantechnik GmbH customer's statement of cost<sup>\*)</sup> and according to minimum price principle. Hourly rates for working hours are agreed in advance annually. Overtime charges and extra charges for weekend work are only accepted if agreed with SWF Krantechnik GmbH in advance. Travelling costs are

covered according to driving hours and distance. The km-rate is agreed annually. Additional costs as for service platforms, mobile cranes, test weights or other rented equipment are paid against presentation of copies of the original invoices for those expenses. Additional costs such as daily allowance are not covered by SWF Krantechnik GmbH. Additional costs as for accommodation are covered only if agreed with SWF Krantechnik GmbH in advance.

<sup>1)</sup> SWF Krantechnik GMBH does not accept invoices or debit notes for the occurred costs or expenses and in no case accepts any cost deductions by the customer before accepting the warranty. Deducted amounts are handled as per "accounts receivable" with all consequences. Costs are accepted and credited only against the "Statement of costs". The credited amount will be credited to SWF KRANTECHNIK GMBH customer's end-customer account unless otherwise agreed.

c) SWF Krantechnik GmbH is not responsible for the costs resulting of faults made by the customer, its service or crane sales or other third parties.

5.2 SWF Krantechnik GmbH's liability is limited to the amount of the actual direct damages or to the price paid for the delivery or to the replacement of the delivery, whichever is the lowest.<sup>1)</sup>

<sup>1)</sup> SWF Krantechnik GmbH does not accept costs for repairs or replacements, which exceed the amount originally invoiced for the product.

5.3 In no event shall SWF Krantechnik GmbH be liable for any special, punitive, incidental, indirect or consequential damages, including but not limited to loss of production, financial loss, loss of profit, loss of use or loss of contracts.

5.4 SWF Krantechnik GmbH is not liable for defects in any part of the product for more than two years from the beginning of the warranty period given in Article 3 of this guidelines.

## 6. Expiration of warranty

In any case warranty expires if:

6.1 Parts, component or hoists are changed, altered or repaired not in accordance with the manufacturer's guidelines and/or without any written approval from SWF Krantechnik GmbH.

6.2 Damage is due to inadequate or faulty storage, installation, maintenance or service.

6.3 Hoists and components are not used according to given guidelines or duty classification.

6.4 Damage is due to careless or inappropriate use, or misuse of the hoists and components.

6.5 Damage relates to an installation of non-original SWF Krantechnik GmbH electrics.

6.6 Damage occurred due to fitted parts which are no original SWF Krantechnik GmbH parts.

## 7. Support by SWF Krantechnik GmbH

SWF Krantechnik GmbH supports its Partners by providing a free of charge training for the whole SWF product range. Product specialists for wire rope hoists, chain hoists and electrics are available for telephone support during normal work times unless otherwise agreed.

SWF Krantechnik GmbH does not operate an own repair workshop, as this is our partners business.

Only for exceptional cases we ask our Specialists to repair our products. Therefore SWF Krantechnik GmbH is not in the position to carry out any kind of testings and/or repairs on equipment of any kind.

SWF Krantechnik GmbH Specialists are usually not available for on-site inspections and repairs as we do not compete with our Partners business. For exceptional occasions there may be the possibility to have a SWF Krantechnik GmbH specialists for an on-site investigation and/or trouble shooting. However the costs involved will have to be covered by our Partners unless otherwise agreed.

### Annex I

Claim form "SWF Krantechnik GmbH Quality claim report"

### Annex II

"Respites of Handling for Transport Damages"

**Annex III**  
Form "Work Report / Statement of Costs"