

## 1. Excerpt from the Terms and Conditions

### § 6 Liability for defects

#### 6.1. Date of transfer of risk:

For vehicles with registration:	Delivery / pick-up date
For vehicles without registration (25 km):	Delivery / pick-up date
For attachments:	Delivery / pick-up date
For previously owned vehicles:	Delivery / pick-up date

6.2 Claims for defects by the customer presuppose that the customer has met his requirements to inspect and give notice of defects in accordance with §377 of the German Commercial Code.

6.3 In the event of a defect in the purchased item, we reserve the choice of subsequent performance in the form of remedy of the defect or delivery of a new, non-defective item. In the event of remedy of defect we are obligated to bear all expenses required for remedy of the defect, in particular transport, road tools, labour and material costs, insofar as they are not increased due to the purchased item having been moved to another location than the place of performance.

6.4 If the subsequent performance fails, the customer is entitled to choose cancellation of the contract or reduction of the purchase price.

6.5 We are liable in accordance with the statutory regulations, insofar as the customer asserts claims for damages on the basis of intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Unless we are accused of intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.

6.6 We are liable in accordance with the statutory provisions insofar as we culpably infringe an essential contractual duty; in this case, however, the liability for damages is limited to the foreseeable, typically occurring damage.

6.7 Liability due to culpable injury to life, limb or health is not affected by this clause; this also applies to imperative liability in accordance with the Product Liability Act.

6.8 Unless otherwise stipulated in the foregoing, liability is excluded.

6.9 The period of limitation for claims due to defects is twelve months, starting from the transfer of risk; for slurry pumps, this period is 6 months. If the equipment is used in shift operations, this period will be shortened by 50%.

6.10 The period of limitation in the event of a delivery regress pursuant to §§ 478, 479 of the German Civil Code are not affected by this clause.

6.11 In the case of previously owned vehicles the warranty is shortened to six months.

6.12 No warranty is provided on wear parts. Example: pistons, tyres, brake linings, brake shoes, cutting blades, etc.

6.13 The customer is obligated to properly carry out the care and maintenance instructions in the operating manuals. We will assume no liability for damages resulting from insufficient maintenance and care.

6.14 We are not obligated to pay the costs for repairs that are necessary due to external influences or incorrect actions.

6.15 We will not pay any costs for modifications due to individual circumstances or customer preferences. This also applies to software modifications.

6.16 We provide no warranty for work not carried out by our company. This also applies to all modifications, repairs or attachment of additional equipment.

6.17 Unauthorised modifications, adaptations or the use of third-party attachments not approved by us will void all liability with respect to the entire product.

6.18 We will not pay any consequential costs, such as downtime costs.

6.19 In the case of delivery in the winter months the customer is obligated to wash the product immediately after delivery in order to prevent corrosion damage, especially to galvanized parts, from road salt. Any claims for damages on this basis are due to improper treatment of the product and are excluded. During galvanization it can occasionally happen that the thermal expansion in the galvanizing bath causes deformation of parts, resulting in a rough surface. This does not impair the function or quality of the product. Any claims for damages in this regard are excluded.

6.20 Entitlement to warranty claims vis-a-vis the seller is limited to the direct purchaser and are not transferable.

6.21 Costs for the remedy of damage resulting from continued use of the vehicle after occurrence of a defect will not be accepted.

## **2. Warranty processing**

### **2.1. Basis of the warranty processing**

2.1.1. Processing of the warranty is subject to our General Terms and Conditions.

2.1.2. If a defect in a vehicle is detected, it must be reported to us in short form, in writing, within one week by fax or e-mail. The following information must be provided: vehicle serial number, consignment, name of the defective part, brief description of the damage, date and contact person in for agricultural machinery.

A form for notification of defects is available at [www.zunhammer.de](http://www.zunhammer.de) for download Media/Forms.

### **2.2. Execution of warranty tasks**

2.2.1. Major modifications (requiring more than 3 hours) must be registered in advance with our service department and approved by us.

2.2.2. Reasonable tasks, such as removal and sending of small parts, must be performed by the customer.

2.2.3. Customer service calls from our company for damages covered by the warranty will be carried out Monday through Friday during normal business hours.

2.2.4. Replacement parts needed for the repair under warranty must be ordered from us, using our serial numbers. They will be delivered by UPS or a carrier on workdays or Saturdays during normal business hours.

2.2.5. If replacement parts are procured without an agreement on the payment of the costs, the costs will not be remunerated.

2.2.6. Costs for overly expensive replacement parts from third-party companies will not be accepted. Only in exceptional cases will repairs carried out without original replacement parts be accepted.

2.2.7. Old parts must be returned to us for inspection, unless we have expressly waived this requirement. Return shipments must be ex works. In the event of a warranty claim, reimbursement of the return delivery costs can also be applied for. Costs for overnight express will not be reimbursed.

2.2.8. In the case of mobile equipment and vehicles with damage that does not impair traffic safety, it is deemed reasonable for the customer to travel a distance of up to 50 km to the agricultural machinery.

2.2.9. Outside of business hours a technical employee can be reached for consultation and troubleshooting by calling 0900 / 5 878 870, subject to a fee.

### **2.3. Settlement of warranty tasks**

- 2.3.1. The warranty claim must be submitted within one month of completion of the repair work.
- 2.3.2. The warranty claim form is available for download at [www.zunhammer.de](http://www.zunhammer.de) under Media/Forms.
- 2.3.3. The description of the damage and the repair report must be clear and comprehensible. For the sake of clarity it is often useful to send photos of the damage.
- 2.3.4. The work times needed for the various tasks must be stated separately. (Breakdown of hours)
- 2.3.5. The hourly rate for warranties is € 52.00, and the rate for travel costs is € 0.50 per kilometre.
- 2.3.6. The expenditure of time for the single tasks must be comprehensible and will be shortened accordingly if inappropriate.
- 2.3.7. No surcharges will be paid for work performed outside of regular working hours.
- 2.3.8. To facilitate processing, include the invoice number for the replacement parts, your contact person within our company, and return the old parts promptly.

### 3. Return shipments

- 3.1.** The form for return shipments is available for download from our website [www.zunhammer.de](http://www.zunhammer.de) under Media/Forms. It should be filled in completely (including the tax number). It is also a good idea to include a copy of the delivery note or invoice.
- 3.2.** The return shipments are collected in the warehouse, unpacked, inspected and documented. A credit certificate and cancellation invoice are prepared on the basis of this assessment. Please be aware that this process can take some time.
- 3.3.** In the case of returns for reasons beyond our control, the packaging and shipping costs and the costs of restocking will be deducted.
- 3.4.** The restocking costs are 15%. In the case of returns that we send to our suppliers, the restocking fee will be adjusted to that of the suppliers.
- 3.5.** We will refuse to pay costs for any transport not authorised by us that are set off against us.

### 4. Contact

#### 4.1. Service

Mr. Kaiser	Tel. 08669 / 87 88 66	<a href="mailto:kaiser@zunhammer.de">kaiser@zunhammer.de</a>
Mr. Hundseder	Tel. 08669 / 87 88 36	<a href="mailto:hundseder@zunhammer.de">hundseder@zunhammer.de</a>
General customer service		<a href="mailto:service@zunhammer.de">service@zunhammer.de</a>

Service number (outside of business hours), subject to a fee  
Tel. 0900 5 87 88 70

#### 4.2. Mechatronics

Mr. Probst	Tel. 08669 / 87 88 97	<a href="mailto:probst@zunhammer.de">probst@zunhammer.de</a>
Mr. Mühlthaler	Tel. 08669 / 87 88 60	<a href="mailto:muelthaler@zunhammer.de">muelthaler@zunhammer.de</a>

#### 4.3. Warranty processing

Ms. Janfeld	Tel. 08669 / 87 88 31	<a href="mailto:janfeld@zunhammer.de">janfeld@zunhammer.de</a>
Ms. Mayer	Tel. 08669 / 87 88 64	<a href="mailto:l.mayer@zunhammer.de">l.mayer@zunhammer.de</a>

Fax 08669 / 87 88 33

#### 4.4. Spare parts warehouse

Mr. Eisenbichler	Tel. 08669 / 87 88 18	<a href="mailto:eisenbichler@zunhammer.de">eisenbichler@zunhammer.de</a>
Mr. Lang	Tel. 08669 / 87 88 38	<a href="mailto:lang@zunhammer.de">lang@zunhammer.de</a>

Fax 08669 / 87 88 34

## 5. Forms

All forms are available on our website at <http://www.zunhammer.de/de/media/formulare>

### 5.1. Service request

You can use this form to request a service.

### 5.2. Notice of defects

This form will help you to submit a notice of defects.

### 5.3. Return shipment label

For returns, always include a copy of this completed form with the parcel.

### 5.4. Warranty / ex gratia claim

Please use this form for the settlement of warranty claims.

The forms can be filled in online and sent to us by e-mail, fax or post.