



Warranty

- Peinemann will provide warranties only if and insofar as this has been agreed explicitly in writing.
- If and to the extent that a warranty has been agreed, Peinemann in respect of the Other Party warrants the soundness of the equipment and/or goods delivered by Peinemann, in the sense that if any shortcomings in the spare parts become clear during the warranty period and a complaint is submitted in good time, Peinemann will re-deliver spare parts at no cost by sending the spare parts to the Other Party. Peinemann will in principle not assemble the spare parts, unless parties explicitly agree otherwise in which case Peinemann will be compensated for all costs related to the assembly, travel costs included.
- If and to the extent that a warranty has been agreed, this warranty will never exceed the warranty obligation which Peinemann's supplier has in respect of Peinemann and the opportunity for recovery which this supplier provides to Peinemann. Peinemann will be discharged in this respect if it assigns its claim to this third party to the Other Party. Warranty claims will not cause the Other Party's payment obligation to be suspended.
- Peinemann does not warrant that equipment, spare parts, goods and/or services delivered by Peinemann are or will be fit for a particular purpose for which they are or will be used.
- Agreed warranty on equipment, goods, spare parts and/or services delivered by Peinemann does not apply if defects are the result of:
 - non-compliance with instructions given by Peinemann, including instructions regarding storage, placement, testing, installing, check and maintenance;
 - improper use of the equipment, spare parts or goods or use not in accordance with the agreed or customary designated use;
 - use of the equipment, spare parts or goods not in accordance with the corresponding manual;
 - work performed to the equipment, spare parts, goods or services (within the warranty period) by the Other Party or third parties which have not been engaged by Peinemann, without Peinemann's permission;
 - equipment, spare parts and/or goods being affected as a consequence of external causes, such as rain, water, heating, fire etc.;
 - the Other Party not properly meeting one of its obligations under the agreement, or does not do so in good time;
 - installation, assembly, modification or repair by the Other party or by third parties;
 - defects in or unsuitability of spare parts or goods originating from or prescribed by the Other Party;

- defects in or unsuitability of materials or tools used by the Other Party;
 - normal wear and tear;
- No warranty is given on:
- equipment, spare parts and/or goods delivered that were not new at the time of delivery;
 - the inspection and repair of equipment, spare parts or other goods of the Other Party;
 - parts for which a manufacturer's warranty has been given.

Complaints

- The Other Party must inspect the delivered equipment, spare parts, goods and/or services on delivery and must submit any visible shortcomings to Peinemann in writing no later than seven days after the delivery, failing which any claim against Peinemann will lapse.
- Complaints regarding other shortcomings must be submitted in writing within seven days after they have become manifest, subject to lapsing of any claim against Peinemann.
- Complaints regarding insignificant deviations in terms of quality, quantity, size, finishing etc. and/or deviations on the aforementioned terms that are permissible on the market or technically unavoidable, as well as complaints regarding the circumstance that certain equipment or goods have been removed from the assortment, will not be deemed founded by Peinemann.

All offers, orders, assignments and agreements for the lease, sale and/or delivery of services by Peinemann Equipment B.V. are subject to Peinemann's General Terms and Conditions as lastly filed with the Chamber of Commerce and Industry in Rotterdam under number 24175469. The General Terms and Conditions can also be found on www.peinemann.nl. Any other general terms and conditions are expressly rejected.