



RAX HYDRAULICS

WARRANTY TERMS



GENERAL TERMS OF SALE & WARRANTY OF RAX HYDRAULICS

1. The Seller warrants to the Purchaser that all products are manufactured in high quality, fully complying with the conditions under contract.
2. The Purchaser undertakes to inspect the delivered goods immediately and to announce apparent defects to the Seller in writing at the very latest within 14 days after their receipt.
3. The Purchaser undertakes to announce latent defects of the goods to the Seller at the very latest within 7 days after their detection.
4. Unless otherwise agreed, the goods to be claimed must be delivered to the Seller's manufacturing works to undergo corresponding tests. The best way of transportation of the claimed goods to the manufacturing works is subject to a prior consent and upon agreement between the Seller and the Purchaser. In case of an admitted claim the concerned reimbursement covers all the costs resulting from repairs, such as labour costs and replacement of defective parts. The transport costs of the claimed goods shall not be reimbursed by the Seller in any case.
5. In case of an admitted claim (proved defects of material or workmanship) all the faults shall be remedied by the Seller free of charge or the goods or parts proved as faulty shall be replaced against sending the concerned goods or parts back to the Seller. The Seller is also entitled, at his own discretion, to reimburse the concerned costs through a credit note, for the benefit of the Purchaser, issued in a value of the goods or parts goods returned. Further compensations or reimbursements in this respect are excluded.
6. The Seller provides his warranty on goods for the period of **12 months (2400 operating hours)**. **This warranty does not cover wear parts (e.g. seals, bushes, O-rings etc.)**. The given warranty period starts as from the date of delivery and can be prolonged, upon appropriate storage on site, however, at the very latest for the period of 18 months. During this storage the Purchaser undertakes to observe all the instructions given by the Seller accordingly.
7. In all respects any claim must be submitted by the Purchaser in writing with clear description of the concerned defect and its symptoms.
8. The warranty period starts as from the first putting the Sellers supplied equipment/ equipment spare into operation (commencement of trial run tests) and ends in compliance with the conditions as stated in art. 6.
9. In case of any failure of the Rax Hydraulics product all circumstances of putting the machine or the concerned equipment into operation and its operating output (hour counter) are always to be documented by a copy of the corresponding page in the machine log.
10. Any checks of functionality and visible defects as well as replacement of seals and other wear parts are allowed to be carried out only by competent staff of the Seller or by authorised technicians of the Purchaser who have been duly trained by the Seller or by the Purchaser. In the second case the Purchaser must submit a written check record concerning the given inspection, or replacement, to the Seller within 10 days.