

BOLLHOFF



**SPECIAL WARRANTY CONDITIONS
FOR RIVKLE[®], RIVQUICK[®],
AND/OR RIVCLINCH[®]
CRIMPING PRODUCTS**

ARTICLE 1: DEFINITIONS OF THE TERMS OF THE SUPPLIER'S WARRANTY

For the purposes of this document:

- **“Product(s)”** means RIVKLE®, RIVQUICK® and/or RIVCLINCH® portable crimping tool(s), whether manual or powered;
- **“Supplier”** means BOLLHOFF OTALU, a Simplified Limited Company (Société par Action Simplifiée) with a share capital of EUR 15,000,000, registered with the Trade Register of Chambéry under number 747 220 309, whose registered office is located at Zone Industrielle de l'Albanne, Rue Archimède, 73490 La Ravoire, France, and which makes the first sale of the Product to a “Customer” as designated below.
- **“Customer”** means the natural person or legal entity, who/which is not a company belonging to the BOLLHOFF group and who/which purchases a Product from the Supplier for use or resale.
- **“Parties”** means both the “Supplier” and the “Customer”.

ARTICLE 2: SCOPE AND PERIOD OF THE SUPPLIER'S WARRANTY

The Products delivered by the Supplier shall be covered by a contractual warranty for a period of 12 months from the date of delivery, which will apply to the nonconformity of the Products with the order and to any latent defect, arising from a material, design or manufacturing defect affecting the delivered Products and which makes them unfit for use.

For the purposes of this clause, the delivery date shall be defined by the delivery documents in accordance with the ICC Incoterms 2020 included in the Supplier's order confirmation, or failing this, by the Incoterms listed in the order.

The Supplier's Warranty shall only apply to normal use as defined in the Instruction Manual delivered with the Product.

All other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose, are excluded.

ARTICLE 3: IMPLEMENTATION OF THE SUPPLIER'S WARRANTY

As no claims for apparent defects shall be taken into account after a period of 7 (seven) calendar days from the date of delivery, the Supplier undertakes to systematically check the Products upon delivery. Such a check shall include, but shall not be limited to, the quality, quantities and references of the Products and their compliance with the contractual stipulations.

The Customer shall inform the Supplier of any defect affecting the Product within 7 (seven) calendar days of its detection and shall return the Product to the Supplier's Aftersales Service in its original condition without disassembly, properly protected and packaged in order to avoid any damage due to transport.

If the Customer receives a disassembled Product, the Supplier's aftersales service shall reassemble the tool for diagnosis. In this case, the reassembly costs shall not be borne by the Supplier and shall be charged to the Customer.

Moreover, the Supplier's Warranty only applies to Products that have been delivered by the Supplier and which are rightfully owned by the Customer making the claim.

The request for warranty coverage must be made and documented in the Coverage Form, attached to these special conditions, which must be filled out by the Customer.

This Form shall specify:

- The noted defect,
- The date and circumstances of its detection,

- The conditions of use of the Product,
- The Customer's company name and address,
- The contact person at the Customer's site,
- The Supplier's commercial contact,
- The type of Product,
- The serial number of the Product,
- If applicable, the Supplier's specific project number,
- Whether the Product in question is still under warranty.

The Supplier reserves the right to directly or indirectly carry out any examination and check on the Customer's site.

In the event the warranty is excluded, the Supplier shall not be liable for the transport costs incurred and a repair estimate shall be sent to the Customer for approval prior to the start of work.

If the Customer agrees, in the form of an order, the Supplier shall undertake the planned repairs.

If the Customer does not agree, the Customer shall pay all costs related to the return of the Product in its original condition to its site within 30 (thirty) days from receipt of the estimate. Failing this, the Product shall not be returned, without this being considered as misconduct by the Supplier, nor giving rise to the payment of any compensation.

Where applicable, the part repaired or replaced under the original warranty shall be covered until the expiry of such original warranty and for a maximum of 6 (six) months from said repair or replacement.

The original warranty period for the Product shall remain unchanged.

ARTICLE 4: COMPENSATION – LIMITATION OF SUPPLIER'S WARRANTY

The Supplier's warranty shall only cover the restoration to working order (parts and labour) or if applicable, the replacement of the Product as new, at the Supplier's discretion, as any price reduction and any damages related to the defects of the Product are excluded.

The Supplier shall not be held liable for any indirect or consequential loss or damage such as, but not limited to, penalties, loss of operation, loss of profit, loss of opportunity, commercial loss, loss of earnings, etc.

ARTICLE 5: EXCLUSIONS FROM THE SUPPLIER'S WARRANTY

The following are excluded from the Supplier's Warranty:

- Defect / damage resulting from servicing, maintenance, adjustment tests, installation, alteration, modification or special assembly of the Product by the Customer or a third party, unless: (i) the operation in question was carried out under the supervision or validation of the Supplier or (ii) the operation in question was carried out by members of the Customer's staff who hold a certificate of training in maintenance operations issued by the Supplier;
- Defect / damage related to a design required by the Customer or to raw materials supplied or required by the Customer;
- Defect / damage arising from improper operation, handling, storage, misuse or abuse of the Product, accident or negligence, as well as bodily injury;
- Defect / damage stemming from spare parts not provided by the Supplier and/or spare parts which have not been placed on the Product by the Supplier;
- Defect / damage related to the transport and/or packaging / packing of the Product where said operations have not been carried out or ordered by the Supplier;
- Wear parts that need to be regularly replaced;
- Defect / damage resulting from failure to comply with the maintenance and use instructions;

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- Normal wear that does not affect the daily use or safety of the Product;
 - Defect / damage that does not affect the proper operation of the product, in particular aesthetic damage, such as scratches, scuffs, etc.;
 - Defect / damage for which a third party is liable or which are the result of gross negligence or wilful misconduct;
 - The costs and/or damage caused by poor quality of the power supply to the product, such as: defective electrical voltage, voltage error, etc.;
 - Loss of traceability of the product by the Customer.

ARTICLE 6: WAIVER OF RECOURSE

The Customer waives all recourse and warrants that its insurers and third parties in a contractual relationship within the Customer waives all recourse against the Supplier and the insurers thereof, beyond the limitations and exclusions determined in these general conditions.