



Repair and maintenance conditions 03/2024



1 Scope

As a manufacturer of processing equipment in the field of joining technology, we offer repair and maintenance services as well as the necessary spare and wear parts. These services are carried out in our local Böllhoff companies (hereinafter referred to as Böllhoff). All Böllhoff companies are listed in the appendix. These repair and maintenance conditions (hereinafter referred to as Repair Conditions) apply to all repairs and maintenance carried out by one of the Böllhoff companies. These Repair Conditions do not apply to repairs carried out by Böllhoff as part of any rectification of defects as part of supplementary performance work (warranty).

These Repair Conditions apply to all repair and maintenance orders placed with Böllhoff by the customer as well as to all offers made by Böllhoff for repair and maintenance services and all contracts concluded between Böllhoff and the customer for such services. For the delivery of spare parts and the provision of other services, Böllhoff's terms and conditions of sale shall apply.

These Repair Conditions apply exclusively. Conflicting, deviating or supplementary terms and conditions of the client shall expressly not become part of the repair order and shall not apply. This also shall be applicable if orders or other documents or other correspondence refer to the terms and conditions of the client or third parties.

2 Subject matter of the contract and scope of services

2.1

Components / devices to be serviced or repaired must be sent to Böllhoff clearly marked as such; the shipping address is listed in the appendix. If the repair is carried out at the request of the client on client's site or at another location, the client must allow Böllhoff unhindered access to the components / devices and provide the supply of electricity, compressed air and water, and the client is also responsible for ensuring that the work can be carried out by Böllhoff in a generally safe environment in compliance with health and safety regulations. If the client is unable to meet these requirements, Böllhoff is entitled to discontinue the work and to withdraw the personnel deployed; the costs for travel to and from the site and for waiting times must also be paid by the client in this case. Waiting times shall be remunerated at the full hourly rate; this shall also apply if the above conditions for the performance of the work are only established by the client with a delay.

2.2

Böllhoff undertakes the following activities as part of the repair order:

- Inspection and evaluation of the devices / components. This measure may require the disassembly of components / devices into individual parts.
- Provision of the tools and measuring equipment required to carry out the assessment and repair work.
- Preparation of a cost estimate as a guide price offer for the replacement of defective parts and assemblies and, if relevant wear and tear is detected, also for the maintenance of the components / devices.
- Once the customer has approved the cost estimate: repair and, if necessary, maintenance of the components/device and functional test.
- In the event that customer approval is not granted within 6 weeks: return of the unrepaired and, if applicable, disassembled components / devices against a lump-sum charge specified in the cost estimate, which is based on a customary market remuneration for the services performed or, if such a lump-sum charge is not specified, a customary market remuneration.
- Packaging of the devices / components for delivery to the customer, if the customer wishes them to be sent to him, in which case the customer shall bear the costs of return delivery to him as well as the transportation risk.

3 Performance of the repair

3.1

The duration of the repair depends on the defectiveness to be determined by examination and the resulting necessary repair work and any necessary procurement of spare parts. Binding repair or delivery times can therefore not be promised in advance. However, Böllhoff will provide the client with an estimate of the expected repair time after inspecting the goods to be repaired. This is only an approximate estimate, a binding delivery date or a date regarding the completion of the repair is not associated with this, unless a binding date has been expressly agreed in text form. Böllhoff shall not be in default without a separate reminder from the client, even if a fixed date for the de-livery or repair has been determined or can be determined according to the calendar.

3.2

Should Böllhoff be unable to meet binding delivery or repair dates for reasons for which Böllhoff is not responsible, Böllhoff shall inform the customer of this immediately and inform the customer of the expected new delivery or repair date. If the execution of repairs is delayed due to unforeseen obstacles to performance that were unforeseeable at the time the contract was concluded and that are beyond Böllhoff's control (e.g. labor disputes, in particular strikes and lockouts, operational disruptions, difficulties in procuring supplies, transport delays, failure to deliver or late or improper delivery by our suppliers despite a congruent covering transaction concluded by Böllhoff in good time or force majeure), an appropriate extension of the period for carrying out the repair shall apply to the extent that such obstacles can be proven to have a significant influence on the performance of the repair to an extent corresponding to the time of the existence of the obstacle to performance plus a reasonable start-up period. If the impediment to performance lasts longer than three weeks, Böllhoff is entitled to withdraw from the contract and any payments received will be refunded.

4 Payment

4.1

The cost estimate is an indicative price quotation stating the time and materials required and an estimated, non-binding return date.

The cost estimate includes defective parts and assemblies to be replaced and, in the event of relevant wear and tear, the parts, labor, packaging and transport costs required for maintenance. Working time, spare and wear parts and other material costs are quoted on the basis of valid list prices and customer conditions.

The agreed remuneration is exclusive of VAT, unless this is already shown.

4.2

The cost approval for the cost estimate can be made by the client as an individual approval, alternatively this can be agreed by contract on the basis of cost limits.

4.3

Repairs shall be carried out during normal working hours on working days (Mondays to Fridays). If, at the Client's request, the repair is carried out outside normal working hours or not on working days, this shall be remunerated separately; the parties shall agree on the details separately; if the parties cannot reach an agreement in this respect, a customary surcharge shall be paid for weekend, Sunday, public holiday and night work.

4.4

Invoices shall be issued upon delivery, alternatively upon notification of readiness for dispatch or after agreed order completion. Payments are to be made net (without deduction) immediately after receipt of the invoices. Böllhoff is free to make performance dependent on advance payment.

4.5

Offsetting against counterclaims of the customer or the retention of payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

5 Warranty and liability

5.1

Warranty claims of the client shall become time-barred after twelve months. Wear and tear within the usual scope shall not constitute a defect.

5.2

Böllhoff is entitled to choose between repair or replacement.

5.3

In the event of defects in components from other manufacturers that Böllhoff cannot remedy for licensing or factual reasons, Böllhoff shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the client or assign them to the client. Warranty claims against Böllhoff shall only exist for such defects under the further conditions and in accordance with these repair conditions if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the customer against Böllhoff shall be suspended.

5.4

The warranty shall not apply if the client modifies the delivery item or has it modified by third parties without the consent of Böllhoff and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the client shall bear the additional costs of remedying the defect resulting from the modification.

6 Miscellaneous

6.1

The contract for the repair is subject to the law of the country in which the Böllhoff company with which the contract for the repair was concluded has its registered office. The Böllhoff companies are listed with their respective registered offices in the appendix.

5.5

For maintenance / repair and to check the necessary maintenance and repair requirements, it may be necessary to dismantle the components / devices and disassemble them into individual parts. Depending on the condition and age of the devices / components, this can lead to irreparable damage, even if the work is carried out in a technically flawless and proper manner (e.g. in the event of material fatigue or similar). Such damage, for which Böllhoff is not responsible, does not justify any warranty and/or compensation claims by the client. Böllhoff shall endeavor to inform the client of any obvious risk of such damage before performing the services.

5.6

The liability of Böllhoff for simple negligence is excluded. However, this does not apply in cases of injury to life, limb or health and in cases of breach of a material contractual obligation, i.e. an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the client regularly relies and may rely. However, in the event of a breach of a material contractual obligation, the amount of liability shall be limited to the foreseeable, typically occurring damage. These limitations of liability do not apply to claims under Product Liability (German Produkthaftungsgesetz) and also not if Böllhoff has assumed a guarantee for the quality or has fraudulently concealed a defect.

6.2

The exclusive place of jurisdiction for all disputes arising from and in connection with this contract is the registered office of the Böllhoff company with which the contract for the repair was concluded. Böllhoff shall also be entitled to appeal to the courts having jurisdiction over the registered office of the customer.