



1. General, Scope

- We carry out repairs solely in line with the following conditions; furthermore, the general supply terms and conditions of ZVEI apply. We do not accept conflicting or deviating terms and conditions of the customer or order confirmations under deviating terms and conditions, unless specifically agreed upon by us. Our conditions also apply if we carry out the repair without disagreeing to the conflicting or deviating terms and conditions of the customer.
- These terms and conditions do not apply to repairs that we carry out on the basis of a warranty agreement or a guarantee.
- If a sole clause of these general terms and conditions for repair orders is invalid, the repair contract, besides the invalid clause, remains valid. The invalid clause is replaced by the respective applicable law. The court of jurisdiction is our place of business, if the customer is a merchant entered as such in the commercial register.

2. Warranty Claims, Guarantee

- As may be the case, a claim for a repair without charges based on a warranty or guarantee must be announced with the placement of the repair order, and evidence must be provided. Evidence is either the invoice, the delivery note, the order confirmation or the order.
- Any claim based on a warranty or guarantee expires in case of an unauthorized repair, force majeure, damage caused by water, improper use, non-complete or dismantled devices or a shipping of an electronic device packed in electrostatic discharge (ESD) non-compliant material.

3. Order Issuance

- The shipping of a defective device to Kiepe constitutes an order to carry out the repair work considered necessary by us, unless the customer declares otherwise.
- We are mandated to repair the defects that we identify during the repair process, if the elimination of the defect is necessary to ensure a proper functioning of the device.

4. Receipt

- The defective device (completely mounted) has to be shipped to Kiepe freight and insurance paid with under specification of delivery address, telephone number of contact person and description of the failure.
- Shipping costs for shipments made by the customer freight and insurance unpaid without our prior consent will not be borne by us.

5. Carrying out the Repair

- Repair orders for discontinued models can only be carried out subject to the availability of spare parts.
- We are allowed to carry out the repair in our or a third party's workshop.
- Repair target dates are always nonbinding. The definitive repair time depends on the actual repair work.
- In order to shorten repair cycle times, we reserve the right to replace defective devices with new or used exchange devices. Thus, we become the owner of the replaced device.
- If the device cannot be repaired or the repair is not economically advantageous, we will inform the customer accordingly about the necessity to order a new device. If the customer wishes to retrieve the defective device, we will ship it back and charge the respective costs. If the customer does not order to retrieve the defective device eight weeks after being informed about the necessity to order a new device, we will dispose of the defective device. We reserve the right to charge the customer with the respective disposal costs.

6. Cost Estimates

- Cost estimates are nonbinding. We will charge the customer for the preparation of the cost estimate.

- The costs of the cost estimate will be deducted from the final repair cost in case the repair order is placed with us.
- Cost estimates are made on the basis of a partly dismantled device. If additional damaged parts or necessary work steps are identified during the repair that lead to an upward deviation from the cost estimate by more than 10%, we will inform the customer accordingly in writing and carry out the repair only after a renewed placement of a repair order.
- With the cost estimate, the customer receives a detailed list of the work steps to be carried out and the necessary spare parts.
- The cost estimates remains valid for four weeks after its issuance date.

7. Storage

- We reserve the right to treat the defective device as abandoned after a storage time of eight weeks after mailing the cost estimate and twice reminding the customer about his pending decision. In that case we reserve the right to use the device at our discretion and charge the customer with storage and disposal costs.

8. Shipping

- The return shipment of the repaired devices will in principle be done by our regular shipping company, unless otherwise agreed upon. If we incur additional costs as a result of the customer's further requirements, we will charge the customer with those costs.
- The shipping company agreed upon undertakes to hand over the repaired devices to an employee of the customer. If the customer orders the shipping company to do otherwise, the devices are treated as received by the customers with their delivery.

9. Warranty for Repairs/Time Limits

- We issue a warranty of 12 months as of delivery of the repair on the works carried out as well as the spare parts used.
- In case of a fault to be borne by us, we reserve the right to eliminate the defect. In case we are either not able or not willing to eliminate the defect or its elimination is delayed over and above reasonable time limits due to causes to be borne by us, or does the defect elimination fail in any other way, the customer is entitled to a reduction of the repair price or to withdraw from the repair contract.
- Defects that are due to a cause to be borne by the customer are not included in our warranty. This includes defects caused by improper measures or measures not in compliance with the repair contract to be borne by the customers in relation with the shipping, mounting, connecting, commissioning, operating or storage of the repaired device.
- Repair invoices are due as of receipt of the invoice.

10. Repair Costs and Payment

- The charges for the repairs are calculated according to the incurred expenses, namely repair time and used spare parts.
- In case we supply an exchange device and keep the defective the device as the new owner, we will charge average repair costs as incurred in the past for this model. However, this procedures requires the repair of the defective device to be economic.
- Repair invoices are due as of receipt of the invoice.

11. Rentention of Title

- The repaired devices or spare parts remain our property until the complete payment of the repair invoice.