

TERMS OF GUARANTEE

At Haco Tail Lift Parts, we focus on service and quality.

Guided by our motto 'Driven by perfection,' we take enormous care over our products and services. With the aid of our specifications and equipment, our quality control department checks that each product meets the strict standards we apply at HACO.

In the unlikely event, however, that you do need to claim under our guarantee, we will find a solution for you that is both fair and reasonable as quickly and professionally as possible.

General:

Under the Haco guarantee, the cylinders, motors, and pumps it supplies under the brand name Haco or marked with an 'H' are guaranteed in respect of all contractual specifications for a period of two years as from the invoice date; other parts supplied by Haco are guaranteed for a period of one year.

Parts supplied, but not manufactured, by Haco (Haco article numbers ending in 'L' or 'M') are only protected by the terms of the supplier's or manufacturer's guarantee, and deemed to have been provided by Haco in respect of each supply of those parts.

Haco accepts no potential product liability in the place of its supplier or the manufacturer of a product supplied by Haco to its customers.

Haco is not liable for any financial or other consequences of any defect in any products it supplies.

No claim may be made under a guarantee until the invoice for the purchase of the product/article to which the claim under the guarantee pertains is submitted to, and to the satisfaction of, Haco.

- §1** The guarantee period for all Haco cylinders, Haco motors, and Haco pumps is two years as from the invoice date.
The guarantee period for all other Haco parts is one year as from the invoice date. A Haco part is recognizable as such if its article number ends with an 'H'.
- §2** If a claim is made in respect of assembly costs, the compensation for these assembly costs will be decided in consultation with the client, according to the client's commercial workshop rates, and within the standard periods set out in §12.
- §3** Non-Haco parts (Haco article numbers ending with an 'L' or 'M') are protected only by the terms of the guarantee of the relevant supplier.
- §4** The client must keep any defective part and, if Haco so requires, return it to Haco together with the purchase invoice or a copy thereof.
- §5** The guarantee relates only to the complete part supplied. If the client claims only in respect of any element of the part supplied, or only returns any such element for investigation, the claim under the guarantee will not be considered.
- §6** The liability under the guarantee ends if the client carries out modifications and/or repairs to the supplied part at its own initiative, or engages a third party to do so, or if the part suffers wear and tear, or if, according to the standards of Haco, the product has been inexpertly used or assembled.
- §7** The liability under the guarantee from Haco ends if the client is in breach of its payment obligations. The client is not entitled to refuse payment on the basis that Haco has not

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complied with all or any part of its guarantee obligations, or if the client sets off its liability against any sum that it claims is owed by Haco.

§8 The final decision on any claim under a guarantee always lies with Haco.

§9 Parts supplied by Haco are always invoiced for administrative reasons. If the relevant parts are returned and the claim under the guarantee is upheld, a credit note will be issued.

§10 The following items and/or any consequential costs are excluded from the guarantee:

- All consequential costs resulting from, inter alia, immobility, towing or other logistical costs, driver's waiting time, the cost of hiring a replacement vehicle, loss of turnover, investigating defects, etc.
- Electrical parts showing defects or excessive wear and tear due to poor cable connections and/or poor or outdated batteries.
- Hydraulic parts damaged through the use of old and/or contaminated oil.
- Parts and/or costs for the repair of defects resulting from incorrect assembly, or excessive weight on the tail lift, or from damage.
- Call-out charges, transfer charges, environmental costs, and mediation costs.
- The cost of transporting the relevant parts.

§11 Insofar as any incident is not covered by the statutory regulations governing product liability or the guarantee, any claim under the guarantee for compensation under any heading will be rejected.

§12 Summary of the standard times for replacing parts that as a maximum will be compensated in the relevant situation.

	time (minutes)
Mechanical	
Replacement of box for extendible cylinder	45
Electrical	
Replacement of foot control kit	15
Replacement of main current relay	15
Replacement of motor	45
Replacement of platform flasher lights	45
Replacement of circuit element	15
Replacement of solenoid cable	15
Hydraulic	
Replacement of solenoid valve	15
Replacement of hose	15

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Replacement of complete cylinder	60
Exchange of pump	45
Exchange of main valve	30
Replacement of pressure exchanger	30
Replacement of banjo bolt for hose	15

Compensation for work not listed above, resulting from transport damage, manufacturing faults, and/or repairs under guarantee must be agreed in writing by Haco with the client, on a case by case basis, as Haco thinks fit.

§13 If any compensation scheme is applied, these guarantee terms are excluded.