

# **GUARANTEE AND WARRANTY GUIDELINES**

## **General section**

**PALFINGER**

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# GUARANTEE AND WARRANTY GUIDELINES

## General section

### 1. Area of applicability

These Guarantee and Warranty Guidelines apply to the PALFINGER Group companies listed in [Appendix 1](#) (hereinafter referred to also as 'PALFINGER') and in respect of the PALFINGER products named in [Appendix 2](#).

[Appendix 3](#), 'Product-specific Guarantee and Warranty Guidelines', governs any different provisions in relation to the length and scope of guarantees for certain PALFINGER products. It also includes specific requirements about forms (e.g. Claim Management, Excel) related to processing guarantee and warranty claims for these PALFINGER products. In that regard [Appendix 3](#), 'Product-specific Guarantee and Warranty Guidelines', takes precedence over these Guarantee and Warranty Guidelines.

[Appendix 4](#), 'Cross-border Sales', provides special conditions for said area of business (i.e. sales by PALFINGER dealers or other contract partners to buyers outside of the country in which they are based). [Appendix 4](#) applies to the PALFINGER products listed in it and in that regard supplements these Guarantee and Warranty Guidelines.

### 2. Contents

These Guarantee and Warranty Guidelines contain for the one part the guarantee and warranty agreement between PALFINGER and its contract partner. In addition, they define the terms and procedures to be adhered to when making and processing guarantee and warranty claims.

### 3. Contract partner

PALFINGER sells PALFINGER products either directly or via a network of independent PALFINGER dealers. These Guarantee and Warranty Guidelines set out the contractual conditions between PALFINGER and its contract partners, who in any given instance purchase from PALFINGER a PALFINGER product.

Through a corresponding agreement between PALFINGER and these contract partners these Guarantee and Warranty Guidelines become an integral part of the contract.

This does not constitute the granting of any manufacturer's guarantee that has a direct impact on the end customer (or the contract partner's customer). However, if they are resellers (i.e. PALFINGER dealers, truck superstructure builders, original equipment manufacturers [OEMs] etc.), PALFINGER urges its contract partners to pass on by way of a minimum standard the guarantee and warranty terms granted by PALFINGER to their own customers and/or to ensure that these are granted in the extended sales chain (see point 27 below).

In this regard these Guarantee and Warranty Guidelines do thus have an effect in relation to end customers.

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#### **4. Contract partners that are resellers with their own service and sales structure**

If the contract partner is a reseller, then said partner does not use and operate the PALFINGER product itself. Any deficiencies in the PALFINGER product frequently only come to light when it is used by the end customer.

If the contract partner has its own service and sales structure for PALFINGER products, then in the event of any end customer warranty or guarantee claims to which it is exposed, the contract partner shall carry out the repair itself or via employees of its service and sales structure that it commissions (e.g. sub-partners or service partners). This shall be based solely on the terms agreed between the contract partner and the end customer. Point 27 must in any case be taken into account.

In the relationship with PALFINGER this way of proceeding represents a self-remedy of defects by the contract partner, for which PALFINGER herewith gives its express authorisation.

As a result of the guarantee and/or warranty work properly carried out within the course of this self-remedy, the contract partner shall be entitled to a right to claim recourse from PALFINGER. The right of recourse covers the labour and material costs incurred in relation to the repair, with the precise level of the claimable costs being based on these Guarantee and Warranty Guidelines.

All claims from the contract partner over and above the recourse claim (e.g. to have the repair carried out by PALFINGER itself) are excluded.

Consequently, every reference in these Guarantee and Warranty Guidelines to the contract partner's 'guarantee and warranty entitlements' mean the right to claim recourse (unless expressly specified otherwise).

#### **5. Agreed form of communication**

All guarantee claims are to be submitted using Claim Management. If for certain product groups (e.g. PALFINGER Tail Lifts) no provision is made for the use of Claim Management, the forms provided by PALFINGER for such situations are to be used (MS Excel, online warranty form).

All other necessary communication must take place solely with the PALFINGER service department responsible for a specific product group.

#### **6. Taking delivery**

When taking delivery (i.e. when goods are received / delivered to the contract partner), the contract partner must check the consignment at once for any damage or deficiencies that can be spotted through external inspection and to ensure that nothing is missing.

In the event that anything has been damaged or lost in transit, this must be recorded in detail on the waybill and notified immediately to the carrier. Photos should be taken, giving a clear picture of the situation. General comments and/or reservations are inadmissible.

Any identified damage, deficiencies, wrong quantities or incorrect deliveries are to be notified to PALFINGER without delay and in any case by not later than two weeks after delivery in the agreed form (e.g. by means of PALFINGER PALDESK application "Claim on Delivery").

Any claims based on late notifications or relating to wrong quantities and/or incorrect deliveries or externally visible defects or other damage, which would have been spotted if properly inspected in time, will be rejected.

## 7. Storing products

It must be ensured through appropriate, protected storage of the PALFINGER products that during the period of storage from delivery at the contract partner's premises until handover to the end customer there is no deterioration or impairment and that all components are thus in the same original condition in which they were shipped by PALFINGER.

When storing products for a period of more than 6 months, the contract partner must take appropriate measures to protect the products from environmental factors and where necessary to conserve them. Furthermore a thorough inspection shall be carried out. Information on this can be provided by the relevant PALFINGER service department.

Any claims based on damage incurred as a result of deficient product storage will be rejected.

## 8. Handover to the end customer, notice on the start of the guarantee period

The contract partner must ensure that prior to the handover to the end customer the product and all additional devices are put through an appropriate inspection as per the service manual and that no reservations exist in relation to them going into operation.

The product handover to the end customer must be done by qualified personnel, be fully documented and conveyed to PALFINGER in the agreed form (e.g. by means of PALFINGER PALDESK application "Product Registration") no later than 3 weeks after handover.

During product handover it is the contract partner's responsibility to sufficiently train and instruct the end customer or its operating personnel. In principle such training or service shall be carried out and documented in accordance with the 'Handover guideline' (separate document or part of the service manual).

The fully completed documentation of correct product handover shall include:

- a. Filling in the section 'Start of the guarantee period' in the service manual;
- b. Correct notice on the Start of the guarantee period (Product Registration);
- c. completing and submitting the document for pre-delivery inspection (PDI), so far as it is intended for the relevant product (in an agreed form, e.g. PALDESK)
- d. Filling in the handover protocol in the service manual;
- e. Submitting the handover protocol in the agreed form (PALDESK or Product Registration).

PALFINGER shall not be responsible for any losses as a result of a missing, inadequate or incomplete product handover to the end customer.

## 9. Guarantee

PALFINGER grants the contract partner a guarantee for a specific period on the products listed in [Appendix 2](#). The applicable guarantee periods and special conditions for the respective products are those defined in [Appendix 3](#).

The guarantee period begins in general upon handover to the end customer (i.e. the factual passing of the power of disposition over the product). For a few of the products listed in [Appendix 2](#) the period begins not later than upon expiry of the times specified for these products in [Appendix 3](#).

PALFINGER grants a 12-month guarantee against the formation of corrosion from inside to outside on any KTL-coated, powder-coated or painted components with in each case over 5mm of corrosion creep. Excluded from this guarantee are parts with natural mechanical abrasion or wear (e.g. extension booms or tread plates), any discolouration or fading due to UV rays or non-pH-neutral cleaning agents and corrosion due to external damage.

This guarantee consists of PALFINGER's obligation to take responsibility for any deficiency of a product arising during the guarantee period, regardless of the warranty in relation to the contract partner.

Any claims going beyond the repair work (e.g. indirect damages, lost profits, simple pecuniary losses, consequential losses, missed earnings, downtime, travel allowances, costs of dismantling, product fitting and removal, transport costs, transfer costs, replacement vehicle, etc.) are expressly not covered by the guarantee entitlement.

## **10. Warranty**

Unless specified otherwise in these Guarantee and Warranty Guidelines, there exists in addition to the guarantee granted by PALFINGER the entitlement to a warranty in the scope provided for by applicable statutory law.

The warranty period is 12 months from date of shipping to the contract partner.

## **11. Defects**

Within the scope of guarantee and warranty, PALFINGER is liable to the contract partner solely for the specifications, functionalities and configuration as per the Technical Datasheets. If a product deviates from this, that constitutes a defect. Dimensions and weights may deviate slightly.

There exists no agreement to any more far-reaching guarantee or warranty.

## **12. Amount of the recourse claim**

### **a. Hourly rate for guarantee work - work units**

Reimbursement of expenses in the context of the right to recourse for guarantee and warranty work is calculated on the basis of a separately agreed hourly rate.

This hourly rate for guarantee work is determined for each contract partner based on factors such as the average workshop hourly rate in the contract partner's sales and service network, and/or the level of training of the staff involved have had.

The number of hours to be paid based on the most recently applicable agreed hourly rate for guarantee work is determined on the basis of the current version of the respective product's list of repair times (published on the PALFINGER extranet and PALFINGER online portal).

Any time spent looking for faults or defects will be reimbursed only if PALFINGER deems its necessity and extent to be justified.

Additional costs caused by electronic troubleshooting aids (connection charges) will only be accepted if they are charged for by a PALFINGER tool intended for this purpose (e.g. Smart Eye) and are considered justified by PALFINGER.

### **b. Handling lump sum**

PALFINGER will credit a handling lump sum of 0.25 working hours per guarantee claim if a complete guarantee claim, allowing PALFINGER to clearly assess the guarantee case, is submitted on time and in full in the agreed form (e.g. by means of PALFINGER PALDESK application "Claim Management"). The handling lump sum constitutes full and final settlement of any other expenses (e.g. cleaning the device, oils and lubricants, transport costs, guarantee materials, etc.).

**c. Replacement parts**

The contract partner shall order replacement parts as needed. Invoices for these will be issued by PALFINGER.

In the event of a guarantee or warranty case, once the claim is approved a credit will be issued. PALFINGER will not reimburse any additional costs (e.g. customs duty, transport costs, etc.) exceeding pure material costs.

**d. Transport costs**

As long as the nature of the deficiency does not completely rule out transporting the product, it is assumed that the end customer will transfer the product at its own cost to the nearest authorised PALFINGER service workshop for the remedial work to be carried out.

If it is not possible to transport the product and if additional costs arise as a result of work being done away from the nearest PALFINGER service workshop, PALFINGER will not reimburse for said costs.

**e. Principle of most inexpensive and expedient execution**

As a fundamental principle, PALFINGER requires that any and all warranty and guarantee work is done by the contract partner in the most inexpensive and expedient way. Any expenses that run contrary to this principle in any specific case will not be reimbursed.

**f. Exclusion of other claims**

Any claims beyond the foregoing (e.g. claims for consequential losses, transport costs, travel allowances or lost profits) are excluded, irrespective of their legal basis and in particular within the context of the guarantee undertaking.

PALFINGER accepts no liability for any agreements between the contract partner and an end customer that go beyond this warranty and guarantee undertaking.

**13. Guarantee and warranty processing**

Any claims for recourse within the scope of the guarantee or warranty can be notified solely by means of a guarantee claim in the agreed form (generally by Claim Management) to the responsible PALFINGER service department.

Notifications that are not made in the agreed form are invalid and will not be processed by PALFINGER.

It is not generally necessary for the contract partner to consult PALFINGER before carrying out guarantee or warranty work. The contract partner can carry out the necessary repair work within the scope of the guarantee or warranty and claim recourse for this.

In the following cases, however, PALFINGER must be consulted in advance:

- a.** The contract partner's initial cost estimate (materials and labour) is in excess of € 2,000 (net);
- b.** It is no longer possible to identify / work out retrospectively the cause of the defect relating to the repairs that need to be done;
- c.** The suspected cause of the defect suggests that it may not be an isolated incident, but that it could occur more frequently / affect multiple PALFINGER products.

If no prior consultation is undertaken, PALFINGER shall be entitled to reject the related guarantee claims.

Guarantee claims must be submitted to PALFINGER within 4 weeks of completing the guarantee or warranty work. PALFINGER will review the substance of the guarantee and warranty entitlements based on the guarantee claims.

PALFINGER is entitled to reject any guarantee claims that are incomplete or not received on time.

Guarantee cases must be comprehensibly described, documented where necessary with photographs and/or submitted together with relevant data from the PALDIAG diagnosis system (e.g. a PALTRONIC file, component data, fault logs, cylinder data, etc.).

In the event of complaints relating to load-bearing components, documentation in the form of photographs must in any case be sent with the guarantee claim and direct contact shall be sought with the PALFINGER service department.

All additional information requested by PALFINGER in addition to a guarantee report must be provided immediately, but within 1 week at the latest.

PALFINGER will process guarantee claims within 4 weeks of receipt of all required information and materials needed.

PALFINGER reserves the right to reclaim any sums in relation to previously approved guarantee claims by means of retrospective charging within 4 months of issuing the credit if its own analyses or investigations find that a guarantee or warranty claim was not justified, because in particular:

- a. Certain requirements for a claim under the guarantee or warranty are not met (and, insofar as expressly necessary, the defect is related to this - see point 14);
- b. A circumstance exists that rules out any guarantee or warranty claim and the defect is related to this (see point 15; e.g. it was the claimant's own or a third party's fault); or
- c. It emerges from any other circumstances or reasons that the contract partner is not entitled to any claim of recourse under the guarantee or warranty for the specific repair work undertaken (e.g. the returned component or guaranteed material is completely flawless and no defect exists; the work was not carried out and the guarantee claim was improperly submitted).

## **14. Other requirements for claiming against the guarantee or warranty**

Other requirements for enforcing rights to guarantee or warranty claims against PALFINGER are:

- a. The professional mounting and assembly of the product as per PALFINGER mounting and assembly guidelines. For any shortcomings of the product that may be connected to non-adherence to the PALFINGER mounting and assembly guidelines the contract partner is not entitled to make claims against PALFINGER of any sort.
- b. The use of trained and qualified personnel and the use of appropriate equipment and PALFINGER diagnostics tools (e.g. PALDIAG and tools as per the PALFINGER tools catalogue). For any shortcomings or additional costs as a consequence of breaching this obligation the contract partner is not entitled to make claims against PALFINGER of any sort.
- c. The presence of undamaged and correct seals on the product. In the event of any seals being damaged or removed or changed settings (mechanical, hydraulic, electronic), any and all claims against PALFINGER become inadmissible insofar as the shortcomings of the product could be connected with this.
- d. The professionally performed and documented "Inspection Before Delivery" (PDI) according to the designated documents (if available for the product) and the performance of any associated service or maintenance work (e.g. replacement of the hydraulic filter).

- e. Adherence to and proper documentation of the prescribed servicing intervals as per the service manual and/or operating instructions. In the event of non-adherence to the prescribed servicing intervals, any and all claims become inadmissible insofar as any shortcomings could be connected with this.
- f. The use of original replacement parts bought via the PALFINGER sales channel. If any third-party parts are fitted, the contract partner is not entitled to make any guarantee or warranty claims in relation to them.
- g. The complete and correct registration of the PALFINGER Product or PALFINGER accessories or PALFINGER auxiliary equipment in PALDESK/Product Registration.

The burden of proof that any of the requirements described at (a) to (g) are not met vests with PALFINGER. That a defect is not / cannot be connected with the circumstances described at (a) to (e) is then a matter for the contract partner to prove.

## **15. No guarantee or warranty entitlement**

There shall be no entitlement to guarantee or warranty claims nor shall there be any other liability for product damage or defects associated with any of the following reasons:

- a. Acts of nature;
- b. Mishandling the PALFINGER product;
- c. Using the PALFINGER product other than intended;
- d. Unauthorised modifications to the PALFINGER product and/or to its electronic or hydraulic settings;
- e. Incorrect repair of the PALFINGER product;
- f. Deficient or incorrect maintenance of the PALFINGER product (i.e. not in accordance with the stipulations of the servicing schedule; see service manual and/or operating instructions);
- g. The fault lies with contract partner or a third party;
- h. Failure to follow any product upgrade programs that were prescribed by PALFINGER;
- i. Non-adherence to the operating instructions.

The burden of proof that any of the circumstances described at (a) to (i) exist vests with PALFINGER. That a defect is not connected with the circumstances described at (a) to (i) is then a matter for the contract partner to prove.

Further, the guarantee does not extend to operating materials such as oils, greases, filter cartridges, air filters and all parts that have to be replaced in accordance with the maintenance schedule during the guarantee / warranty period.

PALFINGER has no liability and provides no guarantee or warranty for the mounting of any PALFINGER products or for any modifications retrospectively made to the same, save where PALFINGER itself has carried out or approved said setting up or modifications.

Responsibility for any and all defects or other consequences arising from or in connection with the installation or mounting of a PALFINGER product (e.g. on a truck or other carrier vehicle, stationary installation) or from / in connection with any other use of a PALFINGER product with a superstructure must be taken solely by the manufacturer of the superstructure or its workshops and/or the superstructure builder or the contract partner itself. PALFINGER has no liability nor provides any guarantee or warranty of any kind. This applies likewise to any electrical or hydraulic interfaces between carrier vehicle or stationary installation and the PALFINGER product (e.g. lines and electrical or electronic connections).

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## 16. Service Manual

These guarantee and warranty guidelines refer in many points to the book "Handover-Inspection-Maintenance-Service", which is supplied with most PALFINGER product groups. This book is referred to in this document as the "Service Manual".

In respect of the issue of adhering to and properly documenting the prescribed servicing intervals the service manual is the only document to be used.

All servicing and repair work, including details of current total operating hours (if technically possible), must therefore be recorded in the service manual.

Certain repairs (e.g. replacing larger components or systems) must be noted in the service manual's field provided for this purpose.

PALFINGER reserves the right to request a copy of the relevant pages of the manual.

## 17. Liability

No liability will be accepted for any losses arising due to slight negligence on PALFINGER's part (excluding personal injury). It is for the contract partner to prove that PALFINGER is guilty of any serious fault justifying any liability.

For cases of gross negligence PALFINGER shall be liable only pursuant to the following liability limitations:

- a. PALFINGER's liability is capped with the level of the payment to be made by the contract partner for the product or service that in the given instance has caused the loss and/or with the (non- or late) provision of which the loss is connected.
- b. There shall be no liability for lost profits, simple pecuniary losses and consequential losses (e.g. missed earnings, downtime, travel allowances, transfer costs, replacement vehicle, etc.) or any other indirect losses.

## 18. Software updates

PALFINGER continuously enhances its products, including in the area of software. The importing of software updates suggested by PALFINGER - including within the context of servicing work or rectifying impairments of product functions - is not remunerated by PALFINGER, except if they are prescribed as part of a PALFINGER product upgrade program.

## 19. Goodwill

In individual cases, PALFINGER may voluntarily, at its sole discretion and without acknowledgment of any legal obligation make a gesture of goodwill. This represents for PALFINGER a measure aimed at building customer loyalty. Even without any corresponding obligation, PALFINGER regards it as sensible to keep its customers satisfied in problem situations.

As part of such goodwill PALFINGER may therefore voluntarily reimburse repair or servicing work even after expiry of the statutory or individually contracted warranty or guarantee periods.

Where such a goodwill gesture is made, the contract partner has an obligation to pass on to the end customer verifiably and at least to the same extent the financial contributions to repairs that PALFINGER has made. Otherwise PALFINGER shall be entitled at any time within the statutory periods of limitation to issue a reclaim.

"To the same extent" means that where PALFINGER has agreed to cover a percentage of the material costs, the invoice to the end customer for material costs is reduced by the same percentage. Approved hours of work are to be deducted from the number of hours of work billed to the end customer.

For any good will parts point 22 ('Guarantee parts') shall apply mutatis mutandis.

## **20. Guarantee and warranty period for replacement parts and retrofit kits**

The terms applicable to replacement parts and retrofit kits are the product-specific guarantee and warranty terms (see [Appendix 3](#)). The warranty and guarantee periods begin from the date of installation and in any case not later than 12 months after shipping by PALFINGER to the contract partner. Any guarantee or warranty case is to be submitted in the agreed form (generally using Claim Management as a 'Replacement part guarantee'). Every fitting of replacement parts is to be documented (including in the service manual) and on request from PALFINGER the relevant verification is to be sent.

Additionally, purchased guarantee extensions for the PALFINGER product do not apply to replacement parts, even if these have been purchased for use with the PALFINGER product concerned.

Tools sold via PALFINGER do not count as a PALFINGER product for the purpose of these Guarantee and Warranty Guidelines. There is consequently no guarantee agreement. Warranty and liability provisions pursuant to these guarantee and warranty terms apply analogously.

## **21. Seals and settings**

Seals on valves and components may be removed only by qualified specialists from a PALFINGER dealer (or from a member of its sales and service network) authorised to perform such work and be reapplied only with the correct and properly registered tools.

Electronic, mechanical and hydraulic settings may be changed only by qualified specialists from a PALFINGER dealer (or from a member of its sales and service network) authorised to perform such work.

## **22. Guarantee parts**

Any part covered by guarantee that PALFINGER requests, must be sent back to PALFINGER at the contract partner's expense within 4 weeks of being requested. If the requested guarantee part is not received / not received within this deadline by PALFINGER, the guarantee or warranty claim will be rejected.

Upon acknowledgement of the part's value in a guarantee case title and ownership regarding the reimbursed part passes to PALFINGER. This is necessary so that PALFINGER can exercise its rights in relation to its own suppliers. The contract partner must ensure appropriate authorisation has been obtained from the end customer / owner of the product.

Any non-returned guarantee parts, for which a guarantee claim was approved by PALFINGER (i.e. acknowledgement of the part's value), must be destroyed by the contract partner within two months of completion of the guarantee case. It is not permitted to bring these guarantee parts back on the market or otherwise into circulation.

Requested guarantee parts must be cleaned, properly packaged and, labelled with the previously forwarded guarantee part request, returned to the responsible PALFINGER service department.

If a guarantee claim is not approved (i.e. the part's value is not acknowledged), the contract partner is then able to request the guarantee part back from PALFINGER, with the transport costs in this

case having to be borne by the contract partner itself. Bringing these parts back to the market or otherwise into circulation is only permitted where there are no quality or safety concerns. If the guarantee part is not requested back, it will be destroyed by PALFINGER.

When defective parts are being replaced by the contract partner, it is possible in individual cases and after consultation with PALFINGER for reconditioned, specially marked replacement parts bought from PALFINGER to be fitted instead of new parts.

## **23. The PALFINGER contract partner's responsibilities**

### **a. The contract partner's responsibility towards the end customer**

Based on its obligations as a dealer, the PALFINGER dealer must take on every defective product case, carry out the guarantee and warranty work and submit the guarantee claim to PALFINGER.

This applies to those products (as per [Appendix 2](#)) that the PALFINGER contract partner does indeed itself sell.

### **b. The contract partner's responsibility towards PALFINGER**

Every contract partner shall employ a sufficient number of qualified and suitable workers, who are capable of performing every job within the work undertaken by the contract partner itself and of carrying out the relevant guarantee and warranty processing.

The Guarantee and Warranty Guidelines or other instructions used by PALFINGER are to be made known to the contract partner staff and the implementation of and adherence to them is to be monitored.

### **c. The contract partner's responsibility towards sub-partners**

The contract partner alone is responsible to PALFINGER for the administration of the guarantee and warranty claims pursuant to these Guarantee and Warranty Guidelines. This remains the case even if the contract partner makes use of a sub-partner (or any other members of its sales and service network) in the handling of guarantee and warranty work.

Wherever necessary, the contract partner shall pass on the resultant credit notes and information to sub-partners (or any other members of its sales and service network) without delay. Vice versa, the contract partner shall take on direct payment of all return debit notes or debit notes that are levied by PALFINGER within the context of the guarantee and warranty claims.

Sub-partners (or any other members in the contract partner's sales and service network) are to be obliged to adhere to these Guarantee and Warranty Guidelines - insofar as relevant obligations apply to the contract partner - and it must be ensured that they assume these obligations accordingly. The contract partner is responsible to PALFINGER in respect of its sub-partners (or any other members of its sales and service network) and shall ensure that they are appropriately instructed and monitored.

The contract partner must in particular provide adequate technical and administrative support for the management of claims in order to ensure that all necessary requirements are implemented at the sub-partner firm.

## **24. PALFINGER auxiliary equipment and accessories**

PALFINGER auxiliary equipment and accessories are defined as everything except the PALFINGER product (loader crane, hookloader, platform, etc.) itself. Guarantee and warranty claims can be made only in relation to PALFINGER auxiliary equipment and accessories that were verifiably purchased from PALFINGER.

For PALFINGER auxiliary equipment and accessories the applicable terms are the product-specific guarantee and warranty conditions relating to that product on/with which they are used (see [Appendix 3](#)).

The guarantee period begins from the date of delivery, together with the PALFINGER product or separately if necessary, to the end customer (i.e. transfer of the de facto power of disposal), and in any case not later than 12 months after shipping by PALFINGER.

PALFINGER auxiliary equipment and accessories must be registered completely in the Paldesk/Product Registration.

Any complaints relating to auxiliary equipment or accessories are to be sent to PALFINGER in the agreed form (generally by Claim Management) by the normal guarantee route, citing model, serial number and installation date. The guarantee claim is to be submitted under the equipment number for the product on which the equipment is fitted.

If the auxiliary equipment or accessory is fitted to a third-party product or is being operated on a stand-alone basis, the guarantee claim is to be submitted with a dummy number agreed with the responsible PALFINGER service department.

## **25. Mitigation of losses and product upgrade programs**

The contract partner has a duty to endeavour to mitigate any potential loss, damage or other detriment, in particular to carry out repairs as quickly as possible before any further loss or damage occurs or any loss or damage that has occurred gets worse.

The contract partner must participate as best as possible in product upgrade programs, communicate these verifiably and without delay to end customers or other buyers and carry them out as specified by PALFINGER. PALFINGER has the right to claim compensation of any losses that are the result of inadequate participation in or execution of a product upgrade program and/or of a breach of the duty to minimize loss.

If an end customer or other buyer demonstrably fails to react to repeated requests to carry out a product upgrade measure, the contract partner shall report this to PALFINGER in good time.

## **26. Procedures in the event of accidents**

If a product causes an accident with material damage or personal injury, the contract partner must without delay send an exact report of the accident to PALFINGER using the form sheet available from PALFINGER and report the damage/injury to the service partner's insurer responsible for the location concerned. In general it must be ensured that the required actions can be carried out by the third working day after the occurrence of accident.

The description of how the accident occurred must be supplemented with informative photographic documentation. All components that could be responsible for causing the accident must immediately be secured.

How to proceed further must be agreed without delay with the PALFINGER service department.

## **27. Legal relationship between contract partner and end customer / buyer**

The rights and conditions pursuant to these Guarantee and Warranty Guidelines represent a minimum standard that the contract partner undertakes to grant accordingly by contract to its buyers / end customers as well.

If the contract partner does not grant the buyer or end customer any corresponding conditions or rights, then PALFINGER too shall be released of its obligations pursuant to these Guarantee and Warranty Guidelines insofar as these match the contractual content agreed by the contract partner with the buyer or end customer. The same applies if guarantee or warranty claims granted by PALFINGER in the case in question are not passed on to the end customer. Any costs incurred by PALFINGER as a result of executed guarantee or warranty claims must, nevertheless, be reimbursed by the contract partner.

PALFINGER shall not be liable for any commitments made by a contract partner to its customers. As long as PALFINGER fulfils its own obligations pursuant to these Guarantee and Warranty Guidelines, the contract partner shall not be entitled to any further rights of recourse or other claims as a consequence of fulfilling its own warranty obligations or contractual guarantee obligations towards its buyer or end customer.

## **28. Applicable law, jurisdiction**

Austrian law shall exclusively apply under exclusion of the UN Convention on the International Sale of Goods (CISG) and the conflict of law rules of international private law. Sole jurisdiction for all disputes arising from or in connection with these provisions shall be the court responsible for the matter concerned in the City of Salzburg (Austria).

## **29. Written form**

Any amendment and/or exception must be in written form, as must any waiver of the written form requirement. PALFINGER is entitled to unilaterally amend these Guarantee and Warranty Guidelines. In the event of any breach of the obligations defined in these Guarantee and Warranty Guidelines all rights to make claims are lost. These Guarantee and Warranty Guidelines replace all previously existing provisions on this subject.

## **30. Severability**

Should any provisions of these guidelines be or become invalid, legally inadmissible or unenforceable the remaining provisions shall remain unaffected by this and in full force and effect. If this is the case, then the invalid or unenforceable provisions shall be deemed replaced by agreements coming as close as possible to the purpose originally intended.

## **31. Priority of documents**

Any product-specific guarantee and warranty guidelines ([Appendix 3](#)) take priority over these general Guarantee and Warranty Guidelines and supplement these.

## **32. Applicability of the general terms and conditions**

Unless they are modified by the provisions of these Guarantee and Warranty Guidelines, PALFINGER's General Terms and Conditions (AGBs) in their latest version as published on the company website ([www.palfinger.com](http://www.palfinger.com)) apply in all other respects.

### **33. Special terms for contract partners that are resellers without their own service and sales structure**

If the contract partner is a reseller without its own service and sales structure in relation to PALFINGER products (e.g. an OEM), then these Guarantee and Warranty Guidelines apply subject to the following provisions:

In the event of any defects to the PALFINGER product, the contract partner will refer the end customer in accordance with PALFINGER's instructions to a PALFINGER dealer or a member of the latter's service and sales structure (e.g. a sub-partner or service partner), who will carry out the repair in accordance with these Guarantee and Warranty Guidelines on PALFINGER's behalf.

This repair is done on the basis and in respect of the contract partner's right to make guarantee and/or warranty claims against PALFINGER.

PALFINGER shall be liable solely for such defects as are asserted by the contract partner in writing within two weeks upon their emergence, setting a reasonable period of grace. If no notice of defect is delivered or if this is done only belatedly, no guarantee or warranty claim shall exist. If nothing to the contrary arises from the circumstances, a setting of a period of grace of four weeks from the notification of the defect shall be deemed reasonable.

Any defect to the product will be rectified at PALFINGER's discretion either by repair or replacement. If, however, repair or replacement are impossible or associated with disproportionately high expenditure for PALFINGER or if PALFINGER, even after at least three efforts at repair or replacement stretching simultaneously over a period of at least six months, is not able to remedy the defect, the contract partner shall be entitled to cancellation or price reduction as long as the defect is neither a minor defect nor an immaterial defect that proper use does not prevent. For any minor or immaterial faults that proper use does not prevent neither cancellation nor price reduction are permitted.

Any claims beyond the foregoing (e.g. claims for consequential losses, transport costs, travel allowances or lost profits) are excluded irrespective of their legal basis and in particular within the context of the guarantee undertaking.

Any reimbursement as a consequence of the contract partner undertaking the work itself or having it done by a third party (substitute performance) will not be compensated.

### **34. Special terms if contract partner is not a reseller**

If the contract partner is not a reseller and is identical to the end customer, then these Guarantee and Warranty Guidelines apply subject to the following provisions:

In the event of any deficiencies, the contract partner shall contact PALFINGER directly. PALFINGER will then refer the end customer to a PALFINGER dealer or to a member of the latter's service and sales structure (e.g. a sub-partner or service partner), who will undertake the repair of the defect on PALFINGER's behalf.

PALFINGER shall be liable solely for such defects as are asserted by the contract partner in writing within two weeks upon their emergence, setting a reasonable period of grace. If no notice of defect is delivered or if this is done only belatedly, no guarantee or warranty claim shall exist. If nothing to the contrary arises from the circumstances, a setting of a period of grace of four weeks from the notification of the defect shall be deemed reasonable.

Any defect to the product will be rectified at PALFINGER's discretion either by repair or replacement. If, however, repair or replacement are impossible or associated with disproportionately high expenditure for PALFINGER or if PALFINGER, even after at least three efforts at repair or replacement stretching simultaneously over a period of at least six months, is unable to remedy the defect, the contract partner shall be entitled to cancellation or price reduction as long as the defect is neither a minor defect nor an immaterial defect that does not prevent proper use. For any minor

or immaterial defects that do not prevent proper use neither cancellation nor price reduction are permitted.

Any claims beyond the foregoing (e.g. claims for consequential losses, transport costs, travel allowances or lost profits) are excluded irrespective of their legal basis and in particular within the context of the guarantee undertaking.

Any reimbursement as a consequence of the contract partner undertaking the work itself or having it done by a third party (substitute performance) will not be compensated.

**APPENDIX 1: Companies**

These Guarantee and Warranty Guidelines apply to the following companies:

<p><b>PALFINGER Europe GmbH</b>          Franz Wolfram Schererstraße 24          5020 Salzburg          AUSTRIA  </p>	<p><b>EPSILON Kran GmbH</b>          Christophorusstraße 30          5061 Elsbethen          AUSTRIA  </p>
<p><b>PALFINGER PLATFORMS GmbH</b>          Düsseldorfer Str. 100          47809 Krefeld          GERMANY  </p>	<p><b>GUIMA PALFINGER S.A.S.</b>          29A, avenue des Tourondes          82300 CAUSSADE          FRANCE  </p>
<p><b>PALFINGER EMEA GmbH</b>          Lamprechtshausener Bundesstraße 8          5101 Bergheim          AUSTRIA  </p>	<p><b>PALFINGER Tail Lifts GmbH</b>          Fockestraße 53          27777 Ganderkesee-Hoykenkamp          GERMANY  </p>
<p><b>PALFINGER PLATFORMS Italy s.r.l.</b>          Piazza Verdi Nr. 43          39100 Bolzano          ITALY  </p>	<p><b>PALFINGER MARINE GmbH</b>          Franz Wolfram Schererstraße 24          5020 Salzburg          AUSTRIA  </p>

**APPENDIX 2: Products**

These Guarantee and Warranty Guidelines apply to the following products:

PALFINGER Loader Cranes	
PALFINGER Timber and Recycling Cranes	
PALFINGER Hook- and Skiploaders	
PALFINGER Truck Mounted Forklifts	
PALFINGER Platforms	
PALFINGER Taillifts	
PALFINGER Railway	
PALFINGER Crawler Cranes	
PALFINGER Marine Cranes	

**GUARANTEE AND  
WARRANTY GUIDELINES**

**Product specific Guidelines**



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## APPENDIX 3: Product specific Guarantee and Warranty Guidelines

# PALFINGER Loader Cranes

### 1. Guarantee and warranty periods

PALFINGER grants to the contract partner the following guarantee and warranty periods (in each case the condition which occurs first is decisive; wear and tear parts are always excluded):

**a.) Operation of loader crane with rope winch or hook application**

- 12 months or 1000 operating hours full guarantee; and
- 36 months or 3000 operating hours guarantee on load bearing parts.

**b.) Operation of loader crane with brick stack grapple or universal fork**

- 12 months or 1000 operating hours full guarantee; and
- 24 months or 2000 operating hours guarantee on load bearing parts  
or
- 36 months or 3000 operating hours guarantee on load bearing parts if registrations for all auxiliary equipment (including non-PALFINGER products) are completed in the „PALFINGER Product Registration“

**c.) Operation of loader crane with any kind of grapple, bottle bank discharge unit, manipulator or earth auger**

- 12 months or 1000 operating hours full guarantee; and
- 12 months or 1000 operating hours guarantee on load bearing parts  
or
- 24 months or 2000 operating hours guarantee on load bearing parts if registrations for all auxiliary equipment (including non-PALFINGER products) are completed in the „PALFINGER Product Registration“

**d.) For PALFINGER auxiliary equipment and accessories**

- 12 months or 1000 operating hours full guarantee;
- 24 months or 2000 operating hours full guarantee for PALFINGER made by Kinshofer products; and
- 36 months or 3000 operating hours guarantee on load bearing parts.

**e.) PALFINGER Factory vehicle superstructures**

In the case of vehicle superstructures carried out by PALFINGER itself in combination with the product loader crane, PALFINGER guarantees for the services carried out by PALFINGER and the components and systems installed:

- 12 months or 1000 operating hours full guarantee; and
- 36 months or 3000 operating hours guarantee on load bearing parts.

## 2. Begin of the guarantee period

The guarantee and warranty period begins with the handover to the end customer, at the latest 6 months after delivery from PALFINGER to the contractual partner.

## 3. Load bearing parts

Load bearing parts are defined welding constructions which are not subject to natural wear and tear (the guarantee extends exclusively to the mechanical construction, it does not include surface treatment, painting, chrome plating or the like):

### a.) Loader crane

- base incl. balance
- outrigger beams
- column
- main boom
- outer boom
- hydraulic extension booms
- manual extension booms
- Fly-Jib (incl. pull-in part, outer boom and extension booms)
- linkage systems
- cylinder tubes, piston rods
- turntable

### b.) PALFINGER auxiliary equipment and accessories

- loose supplied subframes
- cylinder tubes, piston rods of additional stabilizers
- rear demountable consoles
- MFA Jib
- side plates for subframe
- loose front cross head (incl. cylinder tube and piston rod)
- cross beam and outrigger of the additional stabilizers

### c.) PALFINGER factory vehicle superstructures

- subframes
- side plates (for subframe)
- chassis reinforcements
- front cross head (incl. cylinder tube, piston rod)
- cross beam and outrigger of the additional stabilizers

## 4. Wear and tear parts

Wear and tear parts are such parts which during normal operation become subject to natural wear and tear; defects of materials or installation faults are not considered wear and tear.

Wear and tear parts include in particular:

- guide blocks
- ball- and roller bearings
- bearing foils and bearing bushings
- rope & lifting accessories
- load hook
- fuses
- lamps
- stickers
- hose protection

- top seat cover
- hinges and closures for body parts
- stabilizer pads
- compression rails for brick stack grapple
- drilling head, auger, drilling- or grapple teeth

Work on switches, valves, cylinders and other components that occur during normal operation (adjustments, corrections, recalibration, correction of settlements, tightening of screw connections, etc.) are also not included in the scope of the guarantee.

## **5. Extended guarantee**

PALFINGER grants the possibility to optionally extend the full guarantee for the crane based on the latest price list to a maximum period of 36 months or 3000 operating hours.

This excludes the painting (KTL/powder coating), PALFINGER auxiliary equipment and accessories (except front, rear and additional support as well as workman basket sold with the product), accumulators/batteries, wear and tear parts pursuant to point 4 as well as PALFINGER factory vehicle superstructures.

## **6. Subsequent purchase of guarantee**

PALFINGER grants the possibility to subsequently purchase an extension of the full guarantee for a product that was already handed over pursuant to point 5 (Extended guarantee).

This option for a purchase is only possible within 9 months upon the date of delivery (by PALFINGER). The price list valid at the time of the subsequent purchase is to be used as the basis.

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## APPENDIX 3: Product specific Guarantee and Warranty Guidelines

# PALFINGER Timber and Recycling Cranes

### 1. Guarantee and Warranty periods

PALFINGER grants to the contract partner the following guarantee and warranty periods (in each case the condition which occurs first is decisive; wear and tear parts are always excluded):

**a.) Timber and Recycling Cranes**

- 12 months or 1000 operating hours full guarantee;
- 24 months or 2000 operating hours guarantee on load bearing parts;
- 36 months or 3000 operating hours guarantee for material costs (excluding worktime) for load bearing parts, excluding grab housing and grab arms.

**b.) For PALFINGER auxiliary equipment and accessories**

- 12 months or 1000 operating hours full guarantee;
- 24 months or 2000 operating hours full guarantee for PALFINGER made by Kinshofer products; and
- 36 months or 3000 operating hours guarantee on load bearing parts.

**c.) PALFINGER Factory vehicle superstructures**

In the case of vehicle superstructures carried out by PALFINGER itself in combination with the product timber and recycling crane, PALFINGER guarantees for the services carried out by PALFINGER and the components and systems installed:

- 12 months or 1000 operating hours full guarantee; and
- 36 months or 3000 operating hours guarantee for material costs (excluding working time) on load bearing parts.

### 2. Begin of the guarantee period

The guarantee and warranty period begins with the handover to the end customer, at the latest 6 months after delivery from PALFINGER to the contractual partner.

### 3. Load bearing parts

Load bearing parts are defined welding constructions which are not subject to natural wear and tear (the guarantee extends exclusively to the mechanical construction, it does not include surface treatment, painting, chrome plating or the like):

**a.) Timber and Recycling Crane**

- base
- outrigger beams
- column
- main boom
- outer boom

- extension booms
- linkage systems
- cylinder tubes, piston rods
- turntable
- grab housing, grab arms (only Epsilon wood grab)
- cross beam and outrigger of the additional stabilizers (SRX39 and SRX47)

**b.) PALFINGER auxiliary equipment and accessories**

- loose supplied subframes
- cylinder tubes, piston rods of additional stabilizers
- rear demountable consoles
- side plates for subframe
- loose front cross head (incl. cylinder tube and piston rod)
- cross beam and outrigger of the additional stabilizers

**c.) PALFINGER factory vehicle superstructures**

- subframes
- side plates (for subframe)
- chassis reinforcements
- front cross head (incl. cylinder tube, piston rod)
- cross beam and outrigger of the additional stabilizers

## 4. Wear and tear parts

Wear and tear parts are such parts which during normal operation become subject to natural wear and tear; defects of materials or installation faults are not considered wear and tear.

Wear and tear parts include in particular:

- guide blocks
- ball- and roller bearings
- bearing foils and bearing bushings
- fuses
- lamps
- stickers
- hose protection
- top seat cover
- hinges and closures for body parts
- stabilizer pads

Work on switches, valves, cylinders and other components that occurs in the course of normal operation (settings, adjustments, recalibration, correction of settlements, tightening of screw connections, etc.) is also not included in the scope of the guarantee.

## 5. Seals and settings

The seal on the PALFINGER product may be removed only by qualified specialists from an authorized PALFINGER dealer and upon prior consultation of PALFINGER. In the event of the removal of the original seal the form A1 must be completed, duly executed and sent to PALFINGER (fax, email etc.). The undersigned company shall be liable for the correct pressure setting and pump capacity of the crane.

All settings of valves by the body manufacturer (e.g. on the variable pump or the control valve, if the PALFINGER product was delivered by PALFINGER without such control valve) shall be made in accordance with manufacturer's specifications and a seal must be correctly applied (with a registered tool).

PALFINGER must be notified of the settings with form A1.

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**APPENDIX 3: Product specific Guarantee and Warranty Guidelines**

# **PALFINGER Hook- and Skiploaders**

## **1. Guarantee and warranty periods**

PALFINGER grants to the contract partner the following guarantee and warranty periods (in each case the condition which occurs first is decisive; wear and tear parts are always excluded):

### **a.) Hook- and Skiploaders**

- 12 months or 250 operating hours full guarantee; and
- 36 months or 750 operating hours guarantee on load bearing parts.

The guarantee and warranty periods are granted based on an average and ordinary usage of the product.

For devices without an operating hours counter with above-average use, such as when used in multiple shifts (i.e. more than one working shift per day), the warranty and guarantee periods are shortened as follows:

- 6 months full guarantee; and
- 24 months guarantee on load bearing parts.

### **b.) PALFINGER Accessories**

- 12 months or 250 operating hours guarantee on load bearing parts.

### **c.) PALFINGER Factory vehicle superstructures**

In the case of vehicle bodies carried out by PALFINGER itself in combination with the product roll-off and skip loader tipper, PALFINGER grants a warranty for the work carried out by PALFINGER and the components and systems installed:

- 12 months or 250 operating hours full warranty; and
- 36 months or 750 operating hours guarantee on load-bearing parts.

For devices without an operating hours counter with above-average use, e.g. when used in multiple shifts (i.e. more than one working shift per day), the warranty and guarantee periods are shortened as follows:

- 6 months full guarantee; and
- 24 months guarantee on load bearing parts.

## **2. Begin of the guarantee period**

The guarantee and warranty period begins with the handover to the end customer, at the latest 6 months after delivery from PALFINGER to the contractual partner.

### 3. Load bearing parts

Load bearing parts are defined welding constructions which are not subject to natural wear and tear (the guarantee extends exclusively to the mechanical construction, it does not include surface treatment, painting, chrome plating or the like):

#### a.) Hookloader

- subframe
- tipping frame
- middle frame
- arm (except wear and tear of lifting hook)
- outer boom
- cylinder tubes and piston rods

#### b.) Skiploaders

- main frame
- middle frame (pivoting frame)
- outriggers
- support legs
- cylinder tubes and piston rods

#### c.) PALFINGER Factory vehicle superstructures

- subframe
- mounting plates

### 4. Wear and tear parts

Wear and tear parts are such parts which during normal operation become subject to natural wear and tear; defects of materials or installation faults are not considered wear and tear.

Wear and tear parts include in particular:

- guide blocks
- bearing foils and bearing bushings
- load handling device (lifting hook, lifting chains)
- container hook
- safety latch
- container bridge bearing and their integrated guide blocks
- fuses
- lamps
- stickers
- hose protection
- hinges and closures for body parts
- container tarpaulins

Work on switches, valves, cylinders and other components that occurs in the course of normal operation (settings, adjustments, recalibration, correction of settlements, tightening of screw connections, etc.) is also not included in the scope of the guarantee.

### 5. Conservation treatment

A conservation treatment shall be carried out in accordance with the service plan while taking into account any special circumstances regarding the usage (e.g. winter service, transport of fertilizer etc.).

All guarantee and warranty claims resulting from the absence of a required conservation treatment are excluded.

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## 6. Extended guarantee

PALFINGER grants the possibility to optionally extend the full guarantee for the hook- and skiploader based on the latest price list to a maximum period of 36 months or 750 operating hours.

This excludes the painting (KTL/powder coating), PALFINGER Accessories, accumulators/batteries, wear and tear parts pursuant to point 4 as well as PALFINGER factory vehicle superstructures.

## 7. Subsequent purchase of guarantee

PALFINGER grants the possibility to subsequently purchase an extension of the full guarantee for a product that was already handed over pursuant to point 6 (Extended guarantee).

This option for a purchase is only possible within 9 months upon the date of delivery (by PALFINGER). The price list valid at the time of the subsequent purchase is to be used as the basis.

## APPENDIX 3: Product specific Guarantee and Warranty Guidelines

# PALFINGER Truck Mounted Forklifts

### 1. Guarantee and warranty periods

PALFINGER grants to the contract partner the following guarantee and warranty periods (in each case the condition which occurs first is decisive; wear and tear parts are always excluded):

- 24 months or 800 operating hours full guarantee; and
- 36 months or 1200 operating hours guarantee on load bearing parts.

### 2. Begin of the guarantee period

The guarantee and warranty period begins with the handover to the end customer, at the latest 6 months after delivery from PALFINGER to the contractual partner.

### 3. Load bearing parts

Load bearing parts are defined welding constructions which are not subject to natural wear and tear (the guarantee extends exclusively to the mechanical construction, it does not include surface treatment, painting, chrome plating or the like):

- main frame
- roof (tubular frame of the rollover protection)
- mast carriage
- steering console
- mast profiles
- cylinder tubes, piston rods

### 4. Wear and tear parts

Wear and tear parts are such parts which during normal operation become subject to natural wear and tear; defects of materials or installation faults are not considered wear and tear.

Wear and tear parts include in particular:

- guide blocks
- ball- and roller bearings
- bearing foils and bearing bushes
- fuses
- lamps
- stickers

- hose protection
- top seat cover
- hinges and closures for body parts
- tires
- mast chains
- forks

For guarantee works or repairs on the engine PALFINGER may refer the contract partner to a service partner of the respective engine manufacturer.

Work on switches, valves, cylinders and other components that occurs during normal operation (adjustments, recalibration, correction of settlements, tightening of screw connections, etc.) is also not included in the scope of the guarantee.

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## APPENDIX 3: Product specific Guarantee and Warranty Guidelines

# PALFINGER Platforms

(Appendix 3 applies to PALFINGER Platforms GmbH and PALFINGER Platforms Italy s.r.l.)

## 1. Guarantee and warranty periods

PALFINGER grants to the contract partner the following guarantee and warranty periods (in each case the condition which occurs first is decisive; wear and tear parts are always excluded):

- 12 months full guarantee; and
- 36 months guarantee on load bearing parts

### a.) PALFINGER Factory vehicle superstructures

In the case of vehicle superstructures carried out by PALFINGER itself in combination with the product platforms, PALFINGER guarantees for the services carried out by PALFINGER and the components and systems installed:

- 12 months hours full guarantee; and
- 36 months guarantee on load bearing parts.

## 2. Begin of the guarantee period

The guarantee and warranty period begins with the handover to the end customer, at the latest 6 months after delivery from PALFINGER to the contractual partner.

## 3. Load bearing parts

Load bearing parts are defined welding constructions which are not subject to natural wear and tear (the guarantee extends exclusively to the mechanical construction, it does not include surface treatment, painting, chrome plating or the like):

- side plates
- base frame
- stabilizer / stabilizer beams
- turntable / crank swiveling table
- telescopes
- basket boom (excl. fiberglass basket boom, basket carrier and workman basket)
- cylinder tubes, piston rods

## 4. Wear and tear parts

Wear and tear parts are such parts which during normal operation become subject to natural wear and tear; defects of materials or installation faults are not considered wear and tear.

Wear and tear parts include in particular:

- extension ropes and chains

- retraction ropes and chains
- guide blocks
- ball- and roller bearings
- bearing foils and bearing bushes
- fuses
- lamps
- stickers
- hose protection
- top seat cover
- hinges and closures for body parts
- stabilizer pads
- protection jaws
- chain plates
- chains

Work on switches, valves, cylinders and other components that occurs during normal operation (adjustments, recalibration, correction of settlements, tightening of screw connections, etc.) is also not included in the scope of the guarantee.

## 5. Carrier Vehicle

For carrier vehicles which are sold by PALFINGER to the contract partner PALFINGER will pass on to the contract partner the guarantee and warranty claims that PALFINGER is itself entitled to pursuant to the vehicle manufacturer's guarantee and warranty terms.

In general any guarantee and warranty claims for carrier vehicles will therefore be handled directly by the vehicle manufacturer.

## 6. Extended guarantee

PALFINGER grants the possibility to optionally extend the full guarantee for an additional fee.

Two options can be chosen from:

- Option 1: Extension of the guarantee for 12 months to
  - 24 months full guarantee; and
  - 36 months guarantee on load bearing parts
- Option 2: Extension of the guarantee for 24 months to
  - 36 months full guarantee; and
  - 36 months guarantee on load bearing parts

Excluded from the guarantee extension are the painting (KTL/powder coating), PALFINGER auxiliary equipment and accessories, accumulators/batteries, wear and tear parts.

## 7. Subsequent purchase of guarantee

PALFINGER grants the possibility to subsequently purchase an extension of the full guarantee for a product that was already handed over pursuant to point 6 (Extended guarantee)

This option for a purchase is only possible within 9 months upon the date of delivery (by PALFINGER). The price list valid at the time of the subsequent purchase is to be used as the basis.

## **8. Special terms for products of 30 meters working height and higher**

### **a.) Guarantee and warranty processing**

In variation of point 13.a. of the Guarantee and Warranty Guidelines (General Section) the maximum amount for the cost estimate shall be €4,000 (net). If a contract partner's initial cost estimate (materials and working time) is in excess of €4,000 (net) the PALFINGER service department must be consulted in advance.

The applicability of all other provisions under the point 13 of the Guarantee and Warranty Guidelines (General Section) remain unaffected by this.

In the event of a guarantee or warranty claim PALFINGER grants to the contract partner for the mobile customer service

- an amount per kilometer driven to be agreed separately (whereas the consideration for each assignment, meaning the entire round trip, is limited to 250 km); and
- an amount for the travel time on the basis of an hourly rate to be agreed upon separately (whereas the consideration for each assignment, meaning the entire round trip, is limited to 2,5 hours).

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**APPENDIX 3: Product specific Guarantee and Warranty Guidelines**

# **PALFINGER Taillifts**

## **1. Guarantee and warranty periods**

PALFINGER grants to the contract partner a guarantee and warranty period of 12 months for the entire product (full guarantee). Wear and tear parts are excluded.

PALFINGER additionally grants to the contract partner 5 years of material warranty (value of labor not covered) on load bearing parts, if the product gets registered correctly at PALFINGER by the end customer.

(The link to this registration is available in the product documentation).

## **2. Begin of the guarantee period**

The guarantee and warranty period begins with the handover to the end customer, at the latest 6 months after delivery from PALFINGER to the contractual partner.

## **3. Load bearing parts**

Load bearing parts are defined welding constructions which are not subject to natural wear and tear (the guarantee extends exclusively to the mechanical construction, it does not include surface treatment, painting, chrome plating or the like):

- platform
- mounting plates
- platform brackets
- lift arm
- main beam

## **4. Wear and tear parts**

Wear and tear parts are such parts which during normal operation become subject to natural wear and tear; Defects of materials or installation faults are not considered wear and tear.

Wear and tear parts include in particular:

- ball- and roller bearings
- bearing foils and bearing bushes
- fuses, battery disconnectors
- mounted warning lights including lamps
- stickers
- hose protection, bellows, protective tubes
- rubber elements of the optional foot control

- warning markings (flags)
- missing / lost support tube cover

Work on switches, valves, cylinders and other components that occurs in the course of normal operation (settings, adjustments, recalibration, correction of settlements, tightening of screw connections, etc.) is also not included in the scope of the guarantee.

## 5. Auxiliary equipment

Auxiliary equipment (e.g. wireless remote control, body seal kit) which is purchased as a unit together with the taillift is included in the scope of this [Appendix 3](#) (Product-specific Guarantee and Warranty Guidelines).

## 6. Amount of the recourse claim

In variation of point 12. b. of the Guarantee and Warranty Guidelines (General Section), the handling flat rate of 0.25 working hours per guarantee claim for tail lifts / lifting platforms is excluded. No other expenses will be compensated.

The applicability of all other provisions under this point 12. of the Guarantee and Warranty Guidelines (General Section) remain unaffected by this.

## 7. Guarantee and warranty processing

In variation of point 13.a. of the Guarantee and Warranty Guidelines (General Section) the maximum amount for the cost estimate shall be €500 (net). If a contract partner's initial cost estimate (materials and working time) is in excess of €500 (net) the PALFINGER service department must be consulted in advance. The applicability of all other provisions under this point 13 of the Guarantee and Warranty Guidelines (General Section) remain unaffected by this.

## 8. Extended guarantee

PALFINGER grants the possibility to optionally extend the full guarantee to a maximum amount of 48 months against a separate payment.

There are three options to choose from:

- Option 1: extension of the guarantee period by 12 months to 24 months
- Option 2: extension of the guarantee period by 24 months to 36 months
- Option 3: extension of the guarantee period by 36 months to 48 months

This excludes the painting (KTL/powder coating), accumulators/batteries as well as wear and tear parts.

This extension of the guarantee period only applies if it can be established that an inspection and maintenance was carried out in accordance with the service manual each and every 12 months.

## 9. Subsequent purchase of guarantee

PALFINGER grants the possibility to subsequently purchase an extension of the full guarantee for a product that was already handed over pursuant to point 7 (Extended guarantee).

This option for a purchase is only possible within 9 months upon the date of delivery (by PALFINGER). The price list valid at the time of the subsequent purchase is to be used as the basis.

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**APPENDIX 3: Product specific Guarantee and Warranty Guidelines**

# **PALFINGER Railway Systems**

## **PALFINGER Bridge Inspection Units**

### **1. Guarantee and warranty periods**

PALFINGER grants to the contract partner the following guarantee and warranty periods (in each case the condition which occurs first is decisive; wear and tear parts are always excluded):

**a.) Railway System / Bridge Inspection Unit with rope winch or hook application**

- 12 months or 1000 operating hours full guarantee; and
- 36 months or 3000 operating hours guarantee on load bearing parts.

**b.) Railway System / Bridge Inspection Unit with each kind of gripper, manipulator, mulcher, snow blower, branch shears or earth drilling rig**

- 12 months or 1000 operating hours full guarantee; and
- 24 months or 2000 operating hours guarantee on load bearing parts.

**c.) For PALFINGER auxiliary equipment and accessories**

- 12 months or 1000 operating hours full guarantee;
- 24 months or 2000 operating hours full guarantee for PALFINGER made by Kinshofer products; and
- 36 months or 3000 operating hours guarantee on load bearing parts.

**d.) PALFINGER Factory vehicle superstructures**

In the case of vehicle superstructures carried out by PALFINGER itself in combination with the product railway system or bridge inspection unit, PALFINGER guarantees for the services carried out by PALFINGER and the components and systems installed:

- 12 months or 1000 operating hours full guarantee; and
- 36 months or 3000 operating hours guarantee on load bearing parts.

**e.) External Power Pack**

- 24 months or 2000 operating hours full warranty

### **2. Begin of the guarantee period**

The guarantee and warranty period begins with the handover to the end customer, at the latest 6 months after delivery from PALFINGER to the contractual partner.

### 3. Loading bearing parts

Load bearing parts are defined welding constructions which are not subject to natural wear and tear (the guarantee extends exclusively to the mechanical construction, it does not include surface treatment, painting, chrome plating or the like):

#### a) Railway System, Bridge Inspection Unit

- base incl. balance
- outrigger beams
- pedestal
- column
- main boom
- outer boom
- hydraulic extension booms
- manual extension booms
- fly jib (incl. pull-in part, outer boom and extension booms)
- linkage systems
- cylinder tubes, piston rods
- slewing ring / turntable

#### b) PALFINGER auxiliary equipment and accessories

- cross beam and outrigger of the additional stabilizers
- cylinder tube, piston rod

#### c) PALFINGER Factory vehicle superstructures

- subframe
- side plates (on subframe)
- vehicle frame reinforcements
- front cross head (incl. cylinder tube and piston rod)
- cross beam and outrigger of the additional support

### 4. Wear and tear parts

Wear and tear parts are such parts which during normal operation become subject to natural wear and tear; Defects of materials or installation faults are not considered wear and tear..

Wear and tear parts include in particular:

- guide blocks
- ball- and roller bearings
- bearing foils and bearing bushes
- rope & lifting accessories
- load hook
- fuses
- lamps
- stickers
- hose protection
- top seat cover
- hinges and closures for body parts
- stabilizer pads
- drilling heads, drilling- or grapple teeth

Work on switches, valves, cylinders and other components that occurs in the course of normal operation (settings, adjustments, recalibration, correction of settlements, tightening of screw connections, etc.) is also not included in the scope of the guarantee.

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## **5. Guarantee and warranty works, travel expenses**

If possible and depending on the technical complexity of the repair work the contract partner/end customer will be referred to the authorized PALFINGER workshop that is next to the location of the device (i.e. the railway system or bridge inspection unit).

If feasible it is required for the end customer to transport the device (i.e. the railway system or bridge inspection unit) to the original place of delivery/performance for the purpose of carrying out guarantee or warranty repairs.

Costs of the transfer of the working equipment to the PALFINGER contractual workshop or to the original place of performance or delivery will not be reimbursed.

## **6. Extended guarantee**

PALFINGER grants the possibility to optionally extend the full guarantee based on the latest price list to a maximum period of 36 months or 3000 operating hours. This excludes the painting (KTL/powder coating), accumulators/batteries, wear and tear parts pursuant to point 4.

## **7. Subsequent purchase of guarantee**

PALFINGER grants the possibility to subsequently purchase an extension of the full guarantee for a product that was already handed over pursuant to point 6 (Extended guarantee).

This option for a purchase is only possible within 9 months upon the date of delivery (by PALFINGER). The price list valid at the time of the subsequent purchase is to be used as the basis.

## APPENDIX 3: Product specific Guarantee and Warranty Guidelines

# PALFINGER Crawler Cranes

## 1. Guarantee and warranty periods

PALFINGER grants to the contract partner the following guarantee and warranty periods (in each case the condition which occurs first is decisive; wear and tear parts are always excluded):

### a.) Crawler Crane with rope winch or hook application

- 12 months or 1000 operating hours full guarantee; and
- 36 months or 3000 operating hours guarantee on load bearing parts.

### b.) Crawler Crane with each kind of gripper, manipulator, mulcher, snow blower, branch shears or earth drilling rig

- 12 months or 1000 operating hours full guarantee; and
- 24 months or 2000 operating hours guarantee on load bearing parts.

### c.) For PALFINGER auxiliary equipment and accessories

- 12 months or 1000 operating hours full guarantee;
- 24 months or 2000 operating hours full guarantee for PALFINGER made by Kinshofer products; and
- 36 months or 3000 operating hours guarantee on load bearing parts.

### d.) PALFINGER Factory vehicle superstructures

In the case of vehicle superstructures carried out by PALFINGER itself in combination with the crawler crane, PALFINGER guarantees for the services carried out by PALFINGER and the components and systems installed:

- 12 months or 1000 operating hours full guarantee; and
- 36 months or 3000 operating hours guarantee on load bearing parts.

### e.) Diesel engine

- 24 months or 2000 operating hours full warranty

## 2. Begin of the guarantee period

The guarantee and warranty period begins with the handover to the end customer, at the latest 6 months after delivery from PALFINGER to the contractual partner.

## 3. Loading bearing parts

Load bearing parts are defined welding constructions which are not subject to natural wear and tear (the guarantee extends exclusively to the mechanical construction, it does not include surface treatment, painting, chrome plating or the like):

### a) Crawler Crane

- base incl. balance
- outrigger beams

- pedestal
- column
- main boom
- outer boom
- hydraulic extension booms
- manual extension booms
- fly jib (incl. pull-in part, outer boom and extension booms)
- linkage systems
- cylinder tubes, piston rods
- slewing ring / turntable
- Cawler frame including drawer

**b) PALFINGER auxiliary equipment and accessories**

- cross beam and outrigger of the additional stabilizers
- cylinder tube, piston rod

**c) PALFINGER Factory vehicle superstructures**

- subframe
- side plates (on subframe)
- vehicle frame reinforcements
- front cross head (incl. cylinder tube and piston rod)
- cross beam and outrigger of the additional support

## 4. Wear and tear parts

Wear and tear parts are such parts which during normal operation become subject to natural wear and tear; Defects of materials or installation faults are not considered wear and tear..

Wear and tear parts include in particular:

- guide blocks
- ball- and roller bearings
- bearing foils and bearing bushes
- rope & lifting accessories
- load hook
- fuses
- lamps
- stickers
- hose protection
- top seat cover
- hinges and closures for body parts
- stabilizer pads
- drilling heads, drilling- or grapple teeth

Work on switches, valves, cylinders and other components that occurs in the course of normal operation (settings, adjustments, recalibration, correction of settlements, tightening of screw connections, etc.) is also not included in the scope of the guarantee.

## 5. Guarantee and warranty works, travel expenses

If possible and depending on the technical complexity of the repair work the contract partner/end customer will be referred to the authorized PALFINGER workshop that is next to the location of the device (i.e. crawler crane).

If feasible it is required for the end customer to transport the device (i.e. crawler crane) to the original place of delivery/performance for the purpose of carrying out guarantee or warranty repairs.

Costs of the transfer of the working equipment to the PALFINGER contractual workshop or to the original place of performance or delivery will not be reimbursed.

## **6. Extended guarantee**

PALFINGER grants the possibility to optionally extend the full guarantee based on the latest price list to a maximum period of 36 months or 3000 operating hours. This excludes the painting (KTL/powder coating), accumulators/batteries, wear and tear parts pursuant to point 4.

## **7. Subsequent purchase of guarantee**

PALFINGER grants the possibility to subsequently purchase an extension of the full guarantee for a product that was already handed over pursuant to point 6 (Extended guarantee).

This option for a purchase is only possible within 9 months upon the date of delivery (by PALFINGER). The price list valid at the time of the subsequent purchase is to be used as the basis.

# **PALFINGER Marine Cranes**

## **1. Guarantee and warranty periods**

PALFINGER grants to the contract partner the following guarantee and warranty periods (in each case the condition which occurs first is decisive; wear and tear parts are always excluded):

### **a.) Marine Crane with rope winch or hook application**

- 12 months or 1000 operating hours full guarantee; and
- 24 months or 2000 operating hours guarantee on load bearing parts.

### **b.) For PALFINGER auxiliary equipment and accessories**

(applies to equipment used with marine cranes like HPU, ETB, grapple)

- 12 months or 1000 operating hours full guarantee;

## **2. Begin of the guarantee period**

The guarantee and warranty period begins with the commissioning, at the latest 6 months after delivery from PALFINGER to the contractual partner.

## **3. Loading bearing parts**

Load bearing parts are defined welding constructions which are not subject to natural wear and tear (the guarantee extends exclusively to the mechanical construction, it does not include surface treatment, painting, chrome plating or the like):

### **a) Marine Cranes**

- pedestal
- base
- column
- main boom
- outer boom
- hydraulic extension booms
- manual extension booms
- linkage systems
- cylinder tubes, piston rods
- slewing ring / turntable

## 4. Wear and tear parts

Wear and tear parts are such parts which during normal operation become subject to natural wear and tear; Defects of materials or installation faults are not considered wear and tear.

Wear and tear parts include in particular:

- guide blocks
- ball- and roller bearings
- bearing foils and bearing bushes
- rope & lifting accessories
- load hook
- fuses
- lamps
- stickers
- hose protection
- hinges and closures for body parts
- control cabin seals
- relay
- hydraulic and electric switches
- sensors

Work on switches, valves, cylinders and other components needed in the course of normal operation (settings, adjustments, recalibration, correction of settlements, tightening of screw connections, etc.) is also not included in the scope of guarantee.

The guarantee and warranty also do not include repairs to damage caused outside of PALFINGER's area of responsibility (e.g. surface unevenness after welding on the mounting base on site) and damages at cranes in generator operation caused by voltage peaks.

## 5. Extended guarantee

PALFINGER grants the possibility to optionally extend the full guarantee based on a period according to the latest valid price list or on a special agreement.

This excludes PALFINGER auxiliary equipment and accessories, accumulators/batteries, wear and tear parts pursuant to point 4.

For the extension of the guarantee, an annual inspection of the surfaces must be carried out and documented. The execution and costs of the inspection shall be borne by the contractual partner.

## 6. Subsequent purchase of guarantee

PALFINGER grants the possibility to subsequently purchase an extension of the full guarantee for a product that was already handed over pursuant to point 5 (Extended guarantee).

This option for a purchase is only possible within 9 months upon the date of delivery (by PALFINGER). The price list valid at the time of the subsequent purchase is to be used as the basis.

## 7. Special conditions regarding guarantee and warranty

In deviation from the procedure defined in point 13 of the general section, the following process for guarantee processing must be followed for non-contractual partners (partners without dealer agreement, end customers):

In the event of defects, they must contact PALFINGER directly.

PALFINGER will then refer the applicant to a PALFINGER dealer or a member of the dealer's service and sales structure (e.g. sub-partner, service partner) who will carry out the remedy of the defect on behalf of the non-contractual partner. This authorized PALFINGER partner will also coordinate the guarantee decision and handling (Service order).

In the event of a guarantee or warranty claim PALFINGER grants to the PALFINGER dealer or a member of its service and sales structure for the mobile customer service

- an amount per kilometer driven to be agreed separately; and
- an amount for the travel time on the basis of an hourly rate to be agreed upon separately; and
- for offshore plants in case of bad weather a waiting period of max. one working day (12h).

Expenses for overhead- or indirect costs (e.g. project management costs of the customer), installation and removal costs of the product, ship and helicopter passages of personnel, equipment and material including necessary catering and accommodation on site as well as the provision of scaffolding, racks, lifting services, workplace lighting and enclosures (environmental protection, weather protection) are not covered.

## 8. Product storage

In addition to the procedure for product storage defined in point 7 of the general section, the following regulations must be observed:

- **General**  
Cranes, crane components, power packs and accessories must be placed in a suitable storage room in their original package. The storage room must be clean, dry and ventilated. Corrosive gases, dust, shocks and vibrations are not permitted. Components must be protected against insects and other small animals and rodents. The ambient temperature must be between -20°C and +50°C with a maximum of 75% relative humidity. Particular attention should be paid to avoiding damage caused by incorrect handling (forklift transport, chafing areas on tarpaulin, lashing straps, etc.).
- **Short term storage (max. 2 months)**  
Cranes not installed immediately are not allowed to be stored without protective measures. For temporary outdoor storage (maximum 2 months) the crane / crane components must be covered with weatherproof tarpaulins. Power packs and accessories are not allowed to be stored outside. Open bearing points and flanges must be protected and covered with wax against corrosion.
- **Storage beyond 2 months**  
In addition to the measures for short-term storage, the following measures are necessary:
  - Cranes are to be completed according to the assembly instructions (assembly).
  - Base frame / crane column must be brought into a vertical position.
  - All oil tanks must be filled.
  - When working in the surrounding area, the crane must be protected against dust, blasting material and grinding chips.
  - The storage condition (protective measures) must be checked monthly. Corrosion must be removed immediately. Maintenance must be carried out according to the maintenance guidelines.

# GUARANTEE AND WARRANTY GUIDELINES

## Cross-Border-Sales



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# GUARANTEE AND WARRANTY GUIDELINES

## Cross-Border-Sales

### 1. Scope of application

This [Appendix 4](#) shall be applicable with respect to the following PALFINGER products:

PALFINGER Loader Cranes	
PALFINGER Timber and Recycling Cranes	
PALFINGER Hook- and Skiploaders	
PALFINGER Crawler Cranes	

### 2. Compensatory mechanism for Cross-Border-Sales

In the course of cross-border transactions, it can occur that a contract partner (i.e. a PALFINGER dealer, an Original Equipment Manufacturers („OEMs“) or another form of contract partner) (the '**Cross-Border-Vendor**') sells an appliance that the end customer ultimately operates not in the country where the Cross-Border-Vendor is based ('**country A**'), but in another country, where a different PALFINGER dealer (the '**Cross-Border-Recipient**') is based ('**country B**').

As a consequence of such a cross-border sale, the end customer will in the event of any problems with the product or on any other issues or service matters relating to the product not want to turn to its potentially very distant vendor (i.e. the cross-border vendor or one of the members of its service and sales network in country A). Rather the end customer will seek out the nearest service workshop and/or dealer office, which is located within the sales network of the Cross-Border-Recipient in country B.

Both from PALFINGER's perspective and from that of the end customer, it is desirable that the Cross-Border-Recipient takes on the end customer's problems, even if the latter is not the customer's contract partner from the product sale. On the other hand, the Cross-Border-Recipient is often inclined to reject such approaches from end customers, as the former had no part in the underlying sale of the product as it is consequently not the end customer's contract partner, **and** is in particular not the party to whom any guarantee or warranty claims from the customer should normally be addressed.

PALFINGER therefore creates a compensatory mechanism that endeavours to balance out the different interests and is thus designed to allow that:

- The end customer can confidently turn to any PALFINGER dealer (or its partners within the sales structure) in the PALFINGER network based in its vicinity and can do so regardless of whether that PALFINGER dealer also originally sold them the product.
- Through the transfer payment the cross-border recipient gains an incentive to develop / provide a functioning service network and the administration and handling of guarantee, warranty, servicing and repair jobs or other services, including in relation to products that it did not itself sell.
- The cross-border vendor can make use of the cross-border recipient in the end customer's locality to carry out guarantee and warranty work, whereby the former benefits from an international service and sales network and is able to relieve the burden on its own structures accordingly.

### **3. Fees to the cross-border recipient**

#### **a.) Entitlement**

If the product was sold by a PALFINGER dealer different from the cross-border recipient and outside of the latter's service and sales network and if subsequent to this the carrier vehicle gets registered and is being operated in the country in which the cross-border recipient is based (i.e. in country B), then, if work or services need(s) to be done in relation to this product, the cross-border recipient can on a one-off basis submit a claim to PALFINGER

- (i.) for a service fee if the product is still within the guarantee period granted by PALFINGER to the first buyer or for
- (ii.) a handover fee if a handover and induction on this product as per PALFINGER's specifications has not yet been carried out and the cross-border recipient retrospectively does this

The allocation of these fees is done by PALFINGER. In accordance with the following provisions, PALFINGER is authorised and commissioned by the cross-border recipient and the cross-border vendor to debit / credit the parties involved within the framework of the compensatory mechanism.

#### **b.) Applicability of the compensatory system**

When buying a PALFINGER product which is subject to the compensatory system by means of applicability of this [Appendix 4](#), the contract partner declares itself to be participating in the compensatory mechanism with regard to this PALFINGER products cross-border vendor and to be accepting the corresponding obligations in the event of a cross-border sale.

When applying to PALFINGER via the online guarantee system (Claim Management, PALDESK) for one of the aforementioned fees regarding an individual PALFINGER product, the contract partner declares itself to be participating in the compensatory mechanism as cross-border recipient regarding such PALFINGER product.

#### **c.) Service fee**

The cross-border recipient is entitled to the service fee when for the purpose of having work done or services provided in relation to the PALFINGER product (e.g. guarantee or warranty work, servicing or repairs) the customer seeks out the cross-border recipient for the first time and the latter has properly performed these jobs or services.

If the jobs or services carried out are guarantee or warranty work, then the cross-border recipient also takes on the guarantee and warranty processing with PALFINGER in its own name and on its own account. When this has been properly processed on the basis of the prevailing guarantee and warranty guidelines, the guarantee and warranty claims arising from the case have for PALFINGER's part been fully fulfilled, with the cross-border vendor in particular then being entitled to make no further claims against PALFINGER in this connection.

The cross-border recipient is then entitled to this service fee separately from its other rights to claim payment from the customer (e.g. in the case of servicing or repair works or other services) or PALFINGER (in the context of guarantee or warranty processing).

The service fee is calculated based on a set scheme and amounts to 4.5% of the product's gross value (min. €250 and max. €4,000).

The product's gross value is worked out based on PALFINGER's valid price list. It relates only to the scope of the basic product supplied (incl. any options as per price list). Anything else supplied with it, e.g. PALFINGER auxiliary equipment and accessories, attachments, tuning center solutions, superstructure services, etc., does not get taken into account in the calculation.

On this basis PALFINGER calculates at the time of the product being sold the concrete amount of the service fee and the extent of any potential handover fee (see below). This amount will be charged in the event of any later cross-border sale and any claim by a cross-border recipient is deemed fixed.

For clarification, it is stated that the performance of activities for which the cross-border recipient has no claim to remuneration (neither from the customer nor from PALFINGER) does not constitute a claim to obtain a service fee. This concerns for example the answering of customer inquiries, the preparation of offers or cost estimates.

Otherwise, the cross-border recipient is not entitled to obtain any service fee for the mere processing of spare parts transactions (without work performance).

**d.) Handover fee**

It is the sole responsibility of the cross-border vendor to ensure that in respect of the product the end customer receives a proper handover and induction in accordance with PALFINGER's product rules or any applicable statutory or official regulations.

If, however, a customer later comes with a product to the cross-border recipient for the purpose of having guarantee or warranty work carried out or for any other reason and it then transpires from looking in the service manual that no proper handover or induction as per PALFINGER's product rules have yet been performed and if the cross-border recipient then properly does so retrospectively, the cross-border recipient is entitled for this for a one-off handover fee.

In this case too, the cross-border recipient has no responsibility or liability beyond properly performing the handover and induction in accordance with PALFINGER's product rules. The cross-border recipient also has in particular no responsibility in respect of any components of the overall vehicle other than the PALFINGER product (i.e. carrier vehicle, superstructure, etc.).

The cross-border recipient is advised to ensure this through separate agreements with the end customer as well (i.e. incorporation of a liability disclaimer or similar).

The handover fee is calculated based on the level of the service fee that the cross-border recipient receives. Depending on the level of the service fee, a defined number of working hours are additionally remunerated based on the guarantee hourly rate. This is broken down into four groups:

<b>Group</b>	<b>Service fee level</b>	<b>Number of working hours that get additionally remunerated as a handover fee</b>
1	€ 250 – € 1,000	2 hours
2	€ 1,001 – € 2,500	4 hours
3	€ 2,501 – € 3,999	6 hours
4	€ 4,000	8 hours

## **4. Fee charging process**

### **a.) Check by the cross-border recipient**

Upon first contact with the end customer, the cross-border recipient uses the product number in the online guarantee system (Claim Management, PALDESK) to check (i) to which PALFINGER dealer PALFINGER sold the product in the first place, (ii) whether it is still within the guarantee period granted by PALFINGER to this first buyer, and (iii) whether a handover and induction process on this product has already been carried out in accordance with PALFINGER's requirements.

The cross-border recipient can apply to PALFINGER for the fees only via the online guarantee system (Claim Management and product registration).

Upon submitting such claim, the cross-border recipient declares that it has properly performed or will properly perform the works or services on which the claim is based.

### **b.) Time limit**

The service fee and handover fee are due only if the appliance is still in the guarantee period originally granted by PALFINGER to the first buyer.

This can be seen in the online guarantee system (Claim Management, product registration). If the start of the guarantee period is not stored in the online guarantee system (Claim Management, product registration), the cross-border recipient can assume that the guarantee period is still running.

Fees must be applied for through a claim just for the fees alone. If the fees claim is submitted together with a guarantee claim, then at best what is possible is a separate assessment and consequently approval or rejection of guarantee claim and fee claim.

Fees must be claimed not later than 4 weeks after completion of the work or service provided.

In the event of later further contact with the end customer, the cross-border recipient is not entitled to any repeat fees. If the cross-border recipient fails to claim a fee within the aforementioned time limit following first contact with the end customer, the fee lapses and the cross-border recipient is no longer entitled to any such fee even if in contact with the customer at later dates.

### **c.) Evidence**

When claiming the fees, the following are to be attached (by Claim Management or PALDESK) as evidence of the entitlement:

- For the service fee: (a) a photograph of the vehicle showing registration number and mounted product and (b) a photocopy of the carrier vehicle's registration, in each case as a PDF; on this basis it is irrefutably presumed that it is registered and being operated in country B;
- For the handover fee: a copy of the handover log (service manual) as a PDF file.

### **d.) PALFINGER's claims checking**

PALFINGER performs a check of submitted applications in respect of entitlement to claim the fees exclusively on the basis of the following criteria:

- Participation by the cross-border recipient and the cross-border vendor in the compensatory mechanism;
- The existence of documentary evidence as per point c);
- Term of the guarantee period for the product concerned.

Within the scope of this check PALFINGER does in particular not survey whether the cross-border recipient actually performs the jobs or services on which the claim is based.

If on the basis of the check criteria as per (i.) to (iii.) above, there are no obvious reasons to oppose the fees being claimed, the fee allocation process is carried out by PALFINGER.

**e.) Credit and debit notes**

The fees are allocated automatically by PALFINGER by means of a debit note to the cross-border vendor in country A and a credit note to the cross-border recipient in country B.

The cross-border vendor / recipient shall not be entitled to raise any objection to the debit or credit note (or to their refusal) unless said objection is based on an obvious misjudgement by PALFINGER in respect of a justified claim as per point 4.4.. Such justified objections are to be raised within 14 days of receipt of the credit or debit note, otherwise the credit / debit note is deemed accepted.

If PALFINGER becomes in any other way aware that a cross-border recipient has for any other reason procured the fees unjustly in terms of their level or the grounds given for them or if any other objections exist against them (e.g. the jobs or services were never actually carried out) or if the guarantee and warranty work was carried out only in an inadequate or deficient way, then for up to 6 months after becoming aware of these circumstances PALFINGER shall at its sole discretion be entitled to demand repayment of the fees received (by cancelling credit notes or by means of corresponding debit notes).

If a debit note (or credit note) is cancelled or adjusted, then PALFINGER is to cancel or accordingly adjust the corresponding credit note / debit note as well.

**f.) PALFINGER's responsibility**

PALFINGER is responsible only for checking and allocating the fees and/or processing guarantee and warranty reclaims (pursuant to the PALFINGER guarantee and warranty guidelines).

Beyond this PALFINGER itself has no obligation to provide any service or payment in connection with the carrying out of the guarantee or warranty work or any other jobs or services or with the payment for said work or services.

Apart from that, the liability limitations as per point 17 of the General Guarantee and Warranty Guidelines apply.

**5. Relationship with sub-dealers and service partners, passing on credit and debit charges**

In each instance only the PALFINGER dealer itself can participate in the compensatory mechanism as cross-border recipient / vendor.

The cross-border vendor's obligations pursuant to the compensatory mechanism extend also to the activities of the members of the cross-border vendor's service network (e.g. sub-dealers or service partners). If cross-border sales take place through a sub-dealer, then within the context of this compensatory mechanism the cross-border vendor is responsible for this in the same way as if it had made the cross-border sale itself. It is incumbent on the cross-border vendor itself to pass on the debit charges or to bill the services in another way and to come to the necessary agreements with the members of the cross-border vendor's service network (e.g. sub-dealer or service partner).

If the service is rendered by a member of the cross-border recipient's service network (e.g. a sub-dealer or service partner), then this is to be attributed to the cross-border recipient. It is incumbent on the cross-border recipient itself to pass on the credit charges or to bill the services in another way. Within the scope of its contractual agreements with these people, the cross-border recipient must

ensure that they keep to the conditions of the compensatory mechanism insofar as they are concerned.

Any direct claims between PALFINGER or the cross-border vendor and members of the cross-border recipient's service network are expressly inadmissible.

## **6. Variations in the case of tenders / requests for proposals**

In the case of tenders and requests for proposals for larger quantities of PALFINGER products, in which the cross-border vendor is participating, it is possible to agree amounts relating to service fee and handover fee separately, as the expenditure for administration and handover is frequently less than for individual orders / smaller quantities. In the case of tenders and requests for proposals the end customer of the PALFINGER product is also generally known in advance.

Any project-related coordination of this sort is done directly between the cross-border vendor and the cross-border recipient, with PALFINGER if needs be establishing the contact.

Amounts agreed in such manner are to be reported to PALFINGER and are then saved in the billing system .