



**FELDER**

**FORMAT**

**Hammer**

**Ne MASCHINEN MARKT**

## 1. Basic Principles

### 1.1. Definition of Warranty

- A warranty enters into effect automatically, because it is prescribed by statute and involves strict liability under contracts undertaken for compensation (sales contract, contract for work and services, ...) on the part of the seller or manufacturer for the fact that the goods or services are without defect at the time of delivery. The warranty covers all parts (Exceptions cf. 1.3.) as well as the costs of work, shipment and travel. Liability for any consequential damages is excluded.

### 1.2. Definition of Guarantee

- In contrast to a warranty, which applies due to statute, a guarantee is a freely granted promise. It is an additional undertaking that the goods or services will remain free of defect for a certain period of time beyond that warranted for by statute. Additional agreements must be in writing to be valid; oral promises are invalid. The guarantee only covers the parts (Exceptions Point 1.3) but does not cover the costs of work, shipment, or travel. Liability for any consequential damages is excluded.

### 1.3. Exceptions to Warranties and Guarantees

- If, at the time of delivery, no defect occurred and/or was not present
- If the prescribed conditions for use and assembly are not observed (machine base, provision of voltage, provision of compressed air, vacuuming, ...)
- If the defect is due to improper use or other external applications of force/influences (e.g. scratches, dents, bending, ...).
- All liability is excluded for consequential damages and those that occur during transport
- Visual signs of wear and tear and regular use (e.g. damage to paint jobs, scratches ...)
- Defects caused by any kind of dirt or contamination
- Failure to observe maintenance provisions (see operating manual or maintenance handbook)
- Especially parts subject to regular wear and tear (= e.g. bearings, belts, threaded spindles, spindle nuts, toothed segments, gears, chip breakers ...)
- As well as plastic parts (= e.g. grips, clamping levers, cranks, labels, plugs, covers, wipers, roll cages, rubber wheels ....)
- Defects due to alterations, repairs, or other manipulation to a machine if this was not undertaken by FELDER-approved personnel
- Defects due to corrosion, fire or flooding
- Defects caused by external factors such as 2-phase operation, improper fusing, over/under voltage, lightning, ...
- Warranties based on regional specifications concerning e.g. motor, control board, electrical switches

## 2. Warranty

### 2.1. Private end consumers in the EU

- Statutory warranty for 2 years as from the date of billing.

### 2.2. Commercial buyers in the EU

- A warranty is valid for 6 months as from the date of billing. In one-shift operation. Additional agreements must be in writing; oral promises are not valid.

### 2.3. Private end consumers outside the EU

- Statutory warranty in accordance with regional specifications.

### 2.4. Commercial buyers outside the EU

- Statutory warranty in accordance with regional specifications.

## 3. Optional Additional Guarantees

### 3.1. FELDER

- 3 years (or a maximum of 5,400 operating hours) parts guarantee for mechanical components (Exceptions cf. 1.3.)
- 6 years (or a maximum of 10,800 operating hours) guarantee for the swivel segment "Easy Glide"
- 10 years (or a maximum of 18,000 operating hours) guarantee on the sliding table control system "X-Roll" for FELDER sliding tables, with the exception of roll cages and scrapers

The optional additional guarantees only include parts but not work, shipment, or travel costs.

Upon request of FELDER KG, the parts complained of must be cleaned, properly packed for transportation and sent to the factory within 14 days. Improper servicing or repair invalidates this additional guarantee.

### 3.2. HAMMER

Only the statutory warranty provisions apply

### 3.3. FORMAT-4

- 6 years (or a maximum of 10,800 operating hours) guarantee for the swivel segment "Easy Glide"
- 10 years (or a maximum of 18,000 operating hours) guarantee on the sliding table control system "X-Roll" for FELDER sliding tables, with the exception of roll cages and scrapers

The optional additional guarantees only include parts but not work, shipment, or travel costs.

Upon request of FELDER KG, the parts complained of must be cleaned, properly packed for transportation and sent to the factory within 14 days. Improper servicing or repair invalidates this additional guarantee.

### 3.4. Previously Owned Machines

Only statutory warranty provisions apply (no warranty for substitute machines).

## 4. General Provisions

The national statutory provisions apply subject to the following standard:

- The warranty period begins upon delivery of the goods.
- Warranty time frames are based on those of national provisions.
- Precondition for any warranty is the complete payment of the purchase price.

The following guidelines are to be precisely observed:

- The instruction manual must be read before the start-up of operations,
- All protective materials are to be carefully removed,
- Transport conditions are to be complied with,
- Notice of damage during transport is to be made immediately,
- Storage and preservation conditions,
- Assembly guidelines, use in accordance with provisions,
- Operating instructions,
- Instructions for maintenance and care (especially time intervals),
- Use of FELDER KG original parts.

As regards precision and tolerances:

- Assembly, putting into operation and training by FELDER-approved personnel.
- In the case of transport using steps or transport involving disassembly of the machine, the assembly and adjustment must be undertaken by technicians trained by FELDER.
- The choice of warranty remedies (improvement, exchange, reduction in price, etc.) is to be made by the FELDER KG
- At the request of FELDER KG, the buyer is obligated to deliver the goods and/or the defective part at his cost, cleaned and packed for transportation.
- Complaints must always be made in writing and in each case list the machine number and give as close a description as possible of the defect.
- Any defects must be asserted in writing during the statutory warranty period.

The following claims are excluded in any case:

- If the defect is due to improper use or other external applications of force/influences (e.g. scratches, dents, bending, ...)
- All liability is excluded for consequential damages and those that occur during transport
- Visual signs of wear and tear and regular use (e.g. damage to paint jobs, scratches ...)
- Failure to observe maintenance provisions (see operating manual or maintenance handbook)
- Defects caused by any kind of dirt or contamination
- Defects due to alterations, repairs, or other manipulation to a machine if this was not undertaken by FELDER-approved personnel
- If the prescribed conditions for use and assembly are not observed (machine base, provision of voltage, provision of compressed air, vacuuming, ...)
- Defects caused by external factors such as 2-phase operation, improper fusing, over/under voltage, lightning, ...
- Defects due to corrosion, fire or flooding

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