

# General sales and delivery conditions for Compacttilt ApS

The following applies to all orders. Unless otherwise agreed in writing or stated below, the standard for sales and delivery conditions NL 92 applies.

## **Order confirmation & price**

The production of the order does not begin until the retailer has placed the order and received order confirmation with the dispatch date for the order.

- ❖ The product is supplied in the standard color RAL9005.
- ❖ The price for products follows the current price list at the time the order confirmation from Compacttilt is sent. All prices quoted are exclusive of VAT, taxes and delivery costs. Price adjustments in the price list can be made with 4 weeks' notice.
- ❖ Offers submitted are valid for 4 weeks from the date the offer is dated, unless otherwise stated in the offer in writing. The customer cannot change a placed order for products, spare parts or associated services.
- ❖ Reservations are made for changes in price due to force majeure, such as sudden commodity price increases, strike, fire, natural disasters, pandemics, etc.

## **Delivery**

The item is sent AB factory with Compacttilt's chosen supplier.

- ❖ Shipping is at the recipient's expense and risk. When shipping, freight and a fee for pallets are added.
- ❖ If another carrier is desired, this will be announced when the order is placed.
- ❖ Delivery time is agreed upon placing the order and will appear in the order confirmation.
- ❖ Reservations are made for changes in delivery time due to force majeure, such as sudden commodity price increases, strike, fire, natural disasters, pandemics, etc.

## **The right for product complaint**

Compacttilt provides the right to claim up to 900 hours or 12 months (whichever comes first).

In order to retain his right to claim, the owner/user must always ensure that the normal daily maintenance/lubrication is carried out as prescribed in the product documentation. Maintenance interval of the Compacttilt product follows the excavators instructions, or 500 hours, but at least once a year.

Products that are registered with 12 months (or 900 hours) service inspection on Compacttilt's portal provide Compacttilt provides the right to complain up to 1800 hours or 24 months (whichever comes first). In order to retain his extended claim rights, the owner/user must always ensure that the normal daily maintenance/lubrication is carried out as prescribed in the product documentation. Tilt maintenance follows the machine builder's instructions, or 500 hours, but at least once a year.

- ❖ Inspection must be carried out by service personnel from a dealer or from Compacttilt's service department. Inspection forms for service are available on Compacttilt's dealer portal. Completed inspections must be registered on the portal.
- ❖ Compacttilt offers the right of complaint on all non-wear parts. The complaint does not cover damage caused by: lack of lubrication, lack of maintenance/service, leaks caused by non-compliance, blur caused by non-compliance, expected wear when the product has been overloaded and damage caused by collision.
- ❖ Compacttilt does not provide cover for the owner/user or a third party who has tried to remedy any complaint and/or where changes have been made to the product, and/or by incorrect use of the product and/or where the registration and control form on the portal has not been completed and returned.

No compensation is made for any carried out service, work or improvements without this being accepted in writing before commencement, including that no cover can be provided for services to end customers where Compacttilt's acceptance has not been obtained before the service/work is started.

- ❖ In the case of complaints concerning cable faults, the installation must be photo-documented and forwarded to Compacttilt. All cable faults are sent to our business partners for analysis. A processing time of 1 month must therefore be expected from the date of receipt of the cable.
- ❖ Activation of the right of complaint must be completed within a period of 6 months from the date of delivery. For items that have not been activated, the right of complaint is automatically activated 6 months after the delivery date.

## **Dealer portal and Service announcements**

- ❖ Compacttilt has a dealer portal that provides access to all available information regarding administrative and technical data, as well as troubleshooting guides and more.
- ❖ Service notices are sent by email when there are updates or technical instructions regarding installation or maintenance. Instructions must always be followed to maintain the full warranty rights. All service notices are available on the dealer portal.

## **Payment terms & ownership**

- ❖ Payment terms are standard 14 days net after the order has been dispatched.
- ❖ Full ownership of all intellectual property rights relating to products, spare parts and related services, including patents, designs, trademarks and copyrights, belongs to Compacttilt.
- ❖ Reservations are made for construction changes, so when Compacttilt deems that the changes are an improvement of the product, these can be made without informing the 2nd party.
- ❖ Items cannot be returned.