

RESUT 05

SUPPLY AND WARRANTY TERMS FOR SPARE PARTS, EXCHANGE COMPONENTS AND REPAIRS

Produced by MaskinLeverantörerna (The Swedish Trade Association For Suppliers of Mobile Machines) and Maskinentreprenörerna (The Swedish Trade Association For Mobile Machine Contractors)

Applicability and scope

1. As regards spare parts, exchange components, and repairs relating to heavy plant, construction machinery, trucks and forestry machinery, accessories, tools, etc. used for professional purposes, the supply agreement for the goods shall apply in its applicable parts with the following amendments and additions.

Packaging

2. Prices stated include packaging.
3. However, the vendor shall be entitled to charge for reinforced packaging at cost if this is required for an individual shipment. However, packaging that can be reused will not be charged for if the purchaser returns it free vendor's warehouse without delay when requested to do so by the vendor.

Price of exchange components

4. The vendor will invoice the new price of the component on delivery of an exchange component. If, within 14 days of delivery of the exchange component to the vendor, the purchaser returns an equivalent component that is renovable, the purchaser will be credited with a reasonable price for it. Reasonable price means the difference between the new price and the exchange price set by the vendor, or the difference between the new price and the cost of repairing the unit returned by the purchaser, together with normal depreciation.

Right to return

5. The purchaser shall have the right to return unbroken packs of spare parts and exchange components, which are commonly used or which the vendor normally stocks, within 14 days of delivery. However, the right to return does not apply to consumables whose value is less than SEK _____. A credit shall be given for the invoiced amount with a reasonable deduction for administrative and handling costs.

In the event of the return being caused by an incorrect assessment on the vendor's part of the need for parts, the purchaser will be credited with the invoiced amount together with the cost of return carriage. The right to return goods is limited to the above.

Repair costs

6. The vendor shall state the estimated repair cost on request.

Interest

7. The purchaser is under no duty to pay interest on invoices due for payment before the value of goods traded in has been established.

Delivery time

8. Spare parts and exchange components shall be delivered without delay. The vendor shall state the estimated delivery time at the time of order.

Warranty

9. At the time of purchase the vendor shall issue a written warranty on spare parts, exchange components and repair work. It shall be apparent from this undertaking for how many operating hours or months the vendor is liable for faults. This undertaking must be made clear to the purchaser at the same time.

10. The warranty does not apply to faults caused by machine parts not approved by the vendor. The warranty terms above shall not apply to faults remedied in accordance with the warranty undertaking in our contract to supply.

Complaints

11. Parts on which complaints are not accepted shall be returned to the purchaser if he so requests.

Hired machine

12. If a hired machine is used, a written contract shall be executed thereon.

Insurance

13. During repair work the vendor shall have normal liability insurance.