

# UVJETI SERVISA

## Radno vrijeme i vrijeme na putu

Radno vrijeme i vrijeme provedeno u putu biti će fakturirano prema važećem cjeniku.  
Važeći cjenik za usluge servisa je onaj koji važi na dan servisa.

## Radno vrijeme

Tokom radnih dana ( 6:00h do 19.00h ), radni sati i sati provedeni u putu biti će tretirani kao cijena osnovnog radnog sata. Za radne sate i sate provedene u putu izvan naznačenog redovnog radnog vremena, primjenjivat će se sljedeći multiplikativni faktori koji povećavaju cijenu radnog sata u redovnom radnom vremenu, prema priloženoj tabeli:

	6 <sup>00</sup> -18 <sup>59</sup>	19 <sup>00</sup> -05 <sup>59</sup>
Radni dan ( pon – pet )	1.0	1.5
Subote	1.5	2.0
Nedjelje / praznici	2.0	2.0

## Trošak dolaska

Trošak puta napravljen servisnim vozilom biti će fakturiran prema važećem cjeniku, izražen u predenim kilometrima.

## Rezervni dijelovi

Bilo koji rezervni dio isporučen ili ugrađen biti će fakturiran prema važećem cjeniku. Ako dobavljač nije u mogućnosti osigurati potrebne ili zatražene rezerve dijelove ( uslijed više sile, prestanak proizvodnje ili poteškoće pri opskrbi robom, itd. ), to ne daje razlog za bilo kakvom potražnjom ili ponišnjem ugovora. Ne prihvata se bilo kakav oblik terećenja dobavljača uslijed neispunjena isporuke.

## Zamjenjivi dijelovi

Pojam zamjene se primjenjuje samo kod prethodno definiranih rezervnih dijelova. Za vraćen zamjenjivi dio, odobrava se povrat sredstava i do 50% iznosa ( ovisno od proizvođača ) od prodajne cijene istog.

## Trošak dostave

Svi troškovi transporta i pakiranja rezervnih dijelova i dijelova za zamjenu biti će fakturirani sukladno dogovoru.

## Izvođenje radova

Svi servisi i popravci biti će izvršeni i dokumentirani profesionalno prema propisima, suglasnosti i instrukcijama proizvođača.

## Pomoćnici i posudba alata

Ako prilikom servisa ili popravka bude potrebna pomoć, alat za podizanje ili ostala oprema, isto bi trebalo biti osigurano od strane kupca besplatno, ako je moguće. Fizičku pomoć ili posudbu specijalni alata kupac može fakturirati sukladno dogovoru.

## Servisni raporti

Svi poslovi održeni kod kupca biti će dokumentirani putem servisnog izvještaja. Potpisom tog izvještaja, kupac potvrđuje izvršenje posla ili/i isporuku rezervnih dijelova. Potpis generiran elektroničkim putem od kupca je jednako valjan. Ako je kupac ili ovlaštena osoba odsutna u vrijeme završetka posla, dokumentacija dobavljača/vršitelja usluge je važeća i bez potpisa.

## Odgovornost

Dobavljač/vršitelj usluge ne preuzima odgovornost za bilo kakva oštećenja na stroju nastala u vezi sa servisom ili popravkom, koja ne mogu biti dokazana da su uzrok njegovim djelovanjem. Usmeno preuzimanje odgovornosti servisnog djelatnika nije važeće. Svako preuzimanje odgovornosti je važeće samo ako je izraženo pismenim putem.

## Garancija

Odobravamo garantni period od 3 mjeseca, ograničeno max. 1000 radnih sati, na rad i ugrađene dijelove. Garancija na dio vrijedi ukoliko je ugradnju odradio naš servisni tehničar. Servisni odziv, u periodu garantnog roka, biti će tijekom radnih dana. ( pon – pet )

## Reklamacija

- O reklamaciji od strane kupca dobavljač mora biti izvešten neposredno poslije otkrivanja greške, pisanim putem.
- U slučaju prihvatanja reklamacije, dijelovi vezani za reklamaciju biti će dopremljeni kupcu besplatno, u protivnom troškovi dopreme dijelova biti će naknadno fakturirani kupcu.
- Dobavljač/vršitelj usluge se obzevuje da će unutar garantnog perioda popraviti sve dijelove na kojima se utvrdi greška u funkciji uzrokovana lošim ugrađenim dijelovima ili lošom ugradnjom, ili ce iste zamijeniti s novim dijelovima.
- U garanciju nisu uključeni kvarovi nastali uslijed nepravilnog rukovanja, lošeg održavanja ili nepridržavanja tvorničkih uputa.
- Garancija ne vrijedi za postrojne dijelove ( ulja, maziva, remeni, brtve ... ).

## Dodatne pravne informacije

Za sve slučajevе koji nisu obuhvaćeni ovim servisnim uvjetima, primjenjuju se opći uvjeti Teximp\_SA.

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 Teximp®

# SERVICE CONDITIONS

## Working and travel times

The contractor's working and travel times shall be invoiced in accordance with the price list. The prices valid on the date of intervention apply.

## Working times and surcharges

During normal working hours (6 a.m. to 7.00 p.m.), working and travel times shall be charged on the basis of the valid basic hourly rates. For working and travel times outside normal working hours, the following surcharge factors shall be applied to the basic hourly rates:

	6 <sup>00</sup> a.m. to 6 <sup>59</sup> p.m.	7 <sup>00</sup> p.m. to 5 <sup>59</sup> a.m.
Weekdays	1.0	1.5
Saturdays	1.5	2.0
Sundays / statutory holidays	2.0	2.0

## Mileage allowance

For trips made with the service vehicle when performing contractual duties, a kilometre allowance shall be charged in accordance with the price list and invoiced to the customer.

## Spare parts

Any spare parts supplied or fitted shall be invoiced in accordance with the price list. If the contractor is unable to supply the necessary or requested spare parts, (due to an Act of God, disruptions to operations or material procurement difficulties, etc.), this does not give rise to any entitlement to compensation or cancellation of the contract. Penalties for non-performance shall not be accepted.

## Exchange parts

An exchange concept is in operation for specially defined spare parts. Upon returning an exchange part, a sum up to 50% of the list price (depending on the manufacturer) is reimbursed.

## Freight costs

All freight and packaging costs for spare parts and exchange parts shall be invoiced accordingly.

## Performance of work

All maintenance and repair work shall be executed and documented professionally and properly in accordance with the manufacturer's instructions.

## Aids and appliances

If, when performing maintenance and repair work, additional helpers, lifting tackle or other equipment should be required, these are to be provided by the customer free of charge wherever possible. If other aids and appliances are required, the customer shall be invoiced for these.

## Service reports

All the work performed at the customer's shall be documented in a service report. In signing this report, the customer acknowledges the execution of the work and/or delivery of the spare parts. To this end, signatures generated electronically on the contractor's systems are also permissible and binding. If either the customer or an authorised agent of his is absent at the time of the work being completed, the documents produced by the contractor are also valid without the customer's signature.

## Liability

The contractor does not accept any liability for any damage to machines arising in conjunction with maintenance and repair work, provided that it cannot be proven that this damage has been caused by him or his representative. Verbal acknowledgements of liability by the contractor's service personnel are not valid. Any acknowledgements of liability are only valid in writing.

## Warranty

We provide a 3-month warranty, limited to max. 1000 operating hours, on the work we perform and the spare parts we fit. The first limit reached applies. Warranty can only be provided if the part was installed by our Service technician. Service call-outs during the warranty period are always performed on weekdays.

## Warranty claims

Warranty claims issued by the customer are to be reported to the contractor immediately after their discovery and should be made in writing.

When submitting warranty claims, the parts relating to these are to be sent to the contractor carriage free, otherwise the freight costs will be subsequently charged to the customer. The contractor performs his warranty obligations at his own discretion either by repairing all the parts that have developed a fault during the warranty period as a result of a material defect or incorrect workmanship, or by replacing these with new parts. This warranty does not include defects that arise as a result of improper use, failure to observe the service intervals or failure to observe the manufacturer's operating instructions.

No warranty provision whatsoever applies for wear parts (oils, lubricants, drive belts, seals).

## Additional legal information

For all cases not governed by these service conditions, the General Terms and Condition of Teximp SA apply.

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