

## AS BHC WARRANTY TERMS

### 1. General terms and conditions

1.1. AS BHC (hereinafter referred to as the Manufacturer) provides the hydraulic cylinders it has produced (hereinafter referred to as the Product) a warranty of 1 (one) year period against the occurrence of possible defects of construction, production, and material.

1.2. The warranty period starts at the delivery of the product to the Purchaser. The warranty is based on a duly issued invoice as a proof of a purchase.

A warranty claim is processed in a form enabling written format. To initiate the warranty proceedings, one of the following conditions has to be met at least:

1. The person who submits a warranty claim returns the hydraulic cylinder, which is the cause of the warranty claim, to the Manufacturer.
2. The person who submits a warranty claim fixes the identification code with the manufacturing date printed on the hydraulic cylinder, which is the cause of the warranty claim, in a photograph and forwards it to the Manufacturer.
3. The person who submits a warranty claim confirms the manufacturing date of the hydraulic cylinder, which is the cause of the warranty claim, on the conditions accepted by the Manufacturer.

1.2. The rights of the Purchaser stipulated by the law and only the terms and obligation stated in the given document are based upon during the warranty period.

1.3. The validity of the warranty terms presumes the fulfilment of all the terms and conditions outlined in the given document and in the document titled “Manual of Cylinders by AS BHC”.

1.4. The quantitative and qualitative receipt of the Products shall take place at a location and on a date determined by the Parties on the basis of the accompanying documents of the Product.

1.5. The Purchaser is obliged to submit complaints about the quantity and visual quality of the Products to the Seller no later than in 30 (thirty) calendar days. With regard to hidden defects (welded joints, gaskets, etc.), the Purchaser has the right to submit complaints within 12 (twelve) months. The Seller is not obliged to review complaints that are submitted after that.

1.6. The complaint by a Purchaser about the quality of the Product is legitimate only when the Product has been stored, packed and used according to the norms (the specification) prescribed by the Manufacturer.

### 2. Warranty content

2.1. The warranty covers the defects of construction, production, and material of the Product and the damages caused to the Product itself by these defects, provided that the representatives of AS BHC have been notified about the latter in writing. The warranty covers the costs of repairing the aforementioned defects.

2.2. AS BHC shall arrange and conduct the repairing of the defects covered by the warranty of the Product. The time the Product could not be used as usual due to its defects and the Product was under warranty repairs shall be added to the regular warranty period.

**2.3. The warranty is void if the hydraulic cylinder is disassembled by a third party.**

### 3. Warranty limitations

3.1. The given warranty is valid on the prerequisite that the Product is installed and the Product is used and maintained according to the initial data as the basis of the construction of the Product forwarded to AS BHC and the document titled “Manual of Cylinders by AS BHC”.

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- 3.2. The warranty does not cover breakdowns and damages caused by details, materials or parts added to the Product, which are not in compliance with the intended use of the Product.
- 3.3. The warranty does not cover breakdowns and damages caused by the incorrect installation, use, and maintenance of the Product.
- 3.4. The warranty does not cover the change in the characteristics of the product caused by not maintaining the Product.
- 3.5. Furthermore, the warranty does not cover breakdowns caused by negligent damage to the Product, its destruction, and unforeseen as well as other circumstances under Force Majeure.
- 3.6. The warranty does not cover the corrosion damages caused by damage to the surface paint layer or the surface of the Product.
- 3.7. The warranty does not cover the natural wear of the Product or small defects that do not influence the intended use of the Product, such as scratches of the surface coating or depreciation.
- 3.8. The warranty period is discontinued if the payment obligations are not fulfilled subsequent to the receipt of the Product.
- 3.9. The warranty is discontinued when a cylinder is unassembled by third persons!

### **4. Measures at the occurrence of a defect**

- 4.1. The quality of the Products shall correspond to the standards of quality by the Manufacturer. The Seller has the Right to check the validity of the complaints filed by the Purchaser, incl. to review the Product that is allegedly of poor quality. The Purchaser is obliged to store the accompanying documents of the product to file complaints about the nonconformity of Products. Should the Products not conform to the standards of quality, the Parties shall agree in the following:
  - 4.2.1 The Goods are returned and a credit invoice is issued.
  - 4.2.2 The Goods are replaced with high-quality Goods.
  - 4.2.3 The purchase price of the Goods is reduced as per agreement.The Purchaser is obliged to store the accompanying documents of the Goods to file complaints about the nonconformity of the Goods.
- 4.3. In case of discrepancies between the Parties, an independent expert can be used by the Parties. The Party who orders the expertise shall cover the cost of the expertise.
- 4.4. When the alleged fault is reviewed and verified, and it turns out that the Product conforms to the requirements and no fault is identified, the claimant is obliged to pay the costs in connection with the verification. If any discrepancies arise, the case is solved pursuant to the order prescribed by the law.
- 4.5. Only the representative of AS BHC shall execute the warranty inspection and works, if not agreed otherwise by the Manufacturer and the Purchaser.

**Approved on 05.01.2022**

**Kait Lukka**  
**AS BHC**

**CEO**