



Guarantee conditions for used machines

August 2017

The basis for the guarantee conditions for used machines is the current terms of sale and delivery of Böcker Maschinenwerke GmbH. These guarantee conditions for used machines only supplement clause 6 "Claims for Defects" and clause 7 "Liability" of the aforementioned terms of sale and delivery.

1. All used machines are always sold with the exclusion of any liability for defects, which means without any warranty. If agreed upon in writing, we provide a voluntary used machine warranty of up to six months from the date of purchase of the used machine. The corresponding invoice date is decisive.
2. The device must have been purchased from the distribution channel specified by us. The guarantee claim is only for damage to the object of the contract itself. The reimbursement of claims for lost profits and damages are excluded from the guarantee. By means of a warranty claim the guarantee is not extended nor does it imply the start of a new guarantee period. The customer is obligated to report a defect in writing immediately after its discovery.
3. For the duration of the warranty, we undertake to remedy any defects in the product which can be proven to result from a material or manufacturing defect. We undertake, at our discretion, to remedy the defective goods or to reimburse any reduction in value. In the case of used equipment, we are expressly entitled to replace defective parts with used spare parts. However, these used spare parts may not be older than the machine itself. The guarantee obligation is not initiated by slight deviations of the nominal quality, which are irrelevant for the value and usability of the device. Excluded from the warranty are damages and defects caused by:
 - a) Unsuitable or improper use by the customer or third parties
 - b) Disregard of the operating and maintenance manual of the manufacturer
 - c) Incorrect assembly or commissioning by the customer or third parties
 - d) Incorrect operation by the customer or a third party
 - e) Normal wear and tear
 - f) Incorrect or negligent treatment
 - g) Improper maintenance by the operator
 - h) Chemical, electrochemical or electrical influences
 - i) Use of unsuitable operating materials, lack of oil or overheating
 - j) External influences such as fire, water and abnormal environmental conditions
 - k) Damage caused by accident, fall and impact
 - l) Negligent or wanton destruction
 - m) Repair by unskilled persons
 - n) Use of parts of unknown origin
 - o) Removing or making unrecognisable the serial or chassis numbers
4. Not included in the guarantee are operating and auxiliary materials such as fuels, filter inserts, cooling and antifreeze agents, hydraulic fluids, oils, greases and other lubricants.
5. In addition, any defects on the part of the vehicle are excluded from this guarantee. The corresponding warranty and warranty conditions of the respective vehicle manufacturer apply here.

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6. The used machine warranty is not transferable (to the legal successor of the initial purchaser only with the express written permission of the supplier) and thus applies only to the first purchaser.
7. Should one or all of the aforementioned conditions be or become invalid or become ineffective or impracticable in their entirety or in part, the validity of the remaining agreements will not be affected thereby.

For the equipment described hereinafter, the supplier shall provide a used machinery guarantee on the basis of the aforementioned conditions:

Machine type:

Chassis number:

Customer name:
.....

Customer number:

Delivery date:

Job number:

.....
Date

.....
Supplier signature

.....
Customer signature

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