

»» General KRONE Terms and conditions of Warranty

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I. General

These General Terms and Conditions of Warranty apply exclusively to contracts concluded by the Fahrzeugwerk Bernard Krone GmbH & Co. KG (hereafter "KRONE") with persons who conclude these contracts in the exercise of their commercial or freelance business activities (contractors), as well as for contracts with legal entities or legal partnerships acting for commercial purposes. If KRONE has assumed warranty obligations in contracts with the previously-named persons/partnerships (hereafter "CUSTOMERS") or otherwise assumed warranty obligations with them in regard to products supplied by KRONE (hereafter "CONTRACTUAL OBJECT"), the contents of these warranty obligations shall be determined exclusively according to these General Terms and Conditions of Warranty. Dissenting or conflicting terms of the CUSTOMER shall not form part of the contract, unless KRONE expressly consents to their applicability in writing on a case-by-case basis.

II. Warranty period

KRONE shall grant a guarantee for the CONTRACTUAL OBJECT with a warranty period of one year for material faults, insofar as not explicitly agreed otherwise in writing. The warranty period begins at that time when the danger of accidental destruction of the CONTRACTUAL OBJECT is transferred from KRONE to the CUSTOMER.

III. Warranty scope

Excluded from warranty is any damage or material fault,

1) arising from improper use or servicing of the CONTRACTUAL OBJECT, whereby in this respect the conditions of the then-applicable KRONE handbooks, operating instructions, service and maintenance regulations etc. are to be taken as basis.

Accordingly, excluded in particular are warranty claims due to

- Assembly errors;
- Operating errors;
- inadmissible changes to the CONTRACTUAL OBJECT.

2) that occurred through external force.

3) that occurred through wear and tear.

4) that occurred through excessive strain (e.g. driving on unpaved roads), the use of improper equipment or due to unusual external (e.g. weather-related) influences.

5) that are only an insignificant deviation from the agreed condition or through which the usability of the CONTRACTUAL OBJECT is only slightly impaired.

6) for which the warranty is excluded.

7) that occurred because a CONTRACTUAL OBJECT was not exclusively operated with components cleared by KRONE or spare parts cleared by KRONE were not exclusively used.

Technical changes or advancements in KRONE products do not establish material fault and do not give rise to KRONE warranty obligations.

IV. Scope

KRONE warranty obligations are restricted to the European territory of the United Kingdom and Ireland with the exception of islands less than 70,000 square kilometres in size, and to the territory of the European Union member states as well as Switzerland, Norway and Russia as long as concurrently part of mainland Europe.

The claims arising from this warranty, after examination and release by KRONE, are restricted to repair or, at the option of KRONE, to exchange of the CONTRACTUAL OBJECT. KRONE shall assume the material costs for exchange or repair of the CONTRACTUAL OBJECT as well as the costs for the working time needed for installation and removal in accordance with the KRONE reference times and to the extent that the repairs or exchanges are coordinated in advance by the CUSTOMER with KRONE and conducted by a KRONE-authorized workshop.

Further claims cannot be derived from this guarantee. In particular, KRONE shall not be liable for compensation of transport and towing costs, lost earnings, downtime, losses from operational disruptions, for compensation of any contractual penalties due from CUSTOMERS and for CUSTOMER claim reduction expenses.

A guarantee liability on the part of KRONE is further excluded if the

material fault/damage to the CONTRACTUAL OBJECT occurs after its sale to a third party and the CUSTOMER for his part has effectively restricted the liability towards this third party. In the process, the CUSTOMER shall strive to agree on liability restrictions to the extent allowed under the law to the benefit of KRONE as well.

In any case, the guarantee liability on the part of KRONE shall be restricted to 50% of the purchase price for the CONTRACTUAL OBJECT in question; however not to exceed EUR 20,000.00 per claim.

V. Assertion of warranty claims and warranty processing

A warranty claim shall be asserted by sending a KRONE guarantee application to KRONE. The KRONE guarantee application is available on the internet at www.krone.de.

A guarantee claim must be asserted with Krone immediately, but no later than one week after detection of the damage. The obligations of the CUSTOMER in accordance with § 377 para. 1 HGB (Handelsgesetzbuch [Commercial Code]) shall not be affected.

Removed, defective parts are to be kept by the CUSTOMER and, at the request of KRONE, be delivered to KRONE free of charge. They may only be disposed of with the explicit agreement of KRONE.

If KRONE incurs costs due to wrongful assertion of warranty claims, KRONE can request that the CUSTOMER refund said costs.

VI. Exchanges during the warranty period

If exchanges are made during the warranty period, the warranty period shall begin anew exclusively for the exchanged part but not for the CONTRACTUAL OBJECT as a whole.

VII. Advancement of KRONE products and changes in the scope of maintenance

KRONE is continually making advancements in its products. The scope of service and maintenance as well as the corresponding directions and operating instructions can change due to technical changes or new findings. The current status in each case may be consulted at www.krone.de. The requirements in respect of maintenance, service and use of the CONTRACTUAL OBJECT that must be fulfilled to activate the guarantee can always be consulted in the latest KRONE maintenance and service instructions.

VIII. Relationship of differing guarantee conditions

If the main, current KRONE handbooks, operating instructions, service and maintenance instructions are inconsistent with these General Terms and Conditions of Warranty, these General Terms and Conditions of Warranty shall take precedence.

IX. Applicable law and legal jurisdiction

Irrespective of the country in which the purchase agreement concerning the CONTRACTUAL OBJECT was concluded, the law of the Federal Republic of Germany shall exclusively apply, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Legal jurisdiction is Werlte, Germany.

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