

## Basic conditions

The warranty period complies with the legal stipulations. It starts on the day of the first registration of the vehicle, however at the latest 3 months after delivery of the Cargolift by Gerd Bär GmbH. If the Cargolift is subject to an extended holding time, Gerd Bär GmbH reserves the right to demand the execution of measures to restore the initial delivery condition (oil change, re-greasing the bearings, etc.) before recognising the warranty period.

A prerequisite for the acceptance of warranty claims is successful completion of a functional check after proper and professional mounting on the vehicle. Furthermore, the legally stipulated UVV test [test prescribed in accordance with the accident prevention regulations] must have been carried out and documented in the logbook. If there is a failure to carry out this test and the maintenance work stipulated by the manufacturer, this can result in warranty claims being rejected in the event of a causal link. Gerd Bär GmbH therefore recommends having the necessary work carried out either by Gerd Bär GmbH themselves or by a Bär service partner. It is essential that proof of the maintenance work and the UVV test carried out (copy of the logbook, invoice) be submitted as part of the warranty claim.

Warranty claims without evidence of the UVV test and maintenance work will be returned unprocessed with a discharge of our liability. Repairs with a value of  $\geq$  EUR 500 shall only be performed during the last 6 months prior to the warranty period expiring or the Bär CargoRate maintenance and repair contract coming to an end following agreement with a Bär employee.

If a warranty claim is accepted by Gerd Bär GmbH, this does not necessarily lead to an extension of the warranty time.

The warranty applies to all intended use on the European public road network. 2-shift operation is the maximum permitted. Use that deviates from this requires written approval, or this could result in the warranty period being reduced to 12 months. Damage must be rectified as soon as it is detected. No liability is accepted for consequential damage due to damage not being rectified immediately, overloading or as a result of improper use.

Gerd Bär GmbH shall assume responsibility within the framework of the warranty for the faultless function of the Cargolift as warranted by the sales contract, as well as all other components included in the scope of delivery. In the event of the Cargolift being mounted by installation technicians from Gerd

Bär GmbH or directly appointed by Gerd Bär GmbH, the warranty also covers the fastening situation on the vehicle. In all cases, the interface to the manufacturer's own vehicle electrics is the main fuse on the electrical distribution plug in the vicinity of the Cargolift.

Gerd Bär GmbH hereby reserves the express right to carry out a substantive examination of any warranty claims submitted.

In the event of disagreements, an amicable resolution will be sought. Justified rejections are possible in principle.

Warranty work should be carried out by the closest respective service partner of Gerd Bär GmbH. The works customer service of Gerd Bär GmbH can also be requested in special cases.

## Form

Warranty claim forms must be submitted via the Bär Cargolift WebShop at [www.baer-cargolift.de](http://www.baer-cargolift.de) within 4 weeks of the repair being completed. Only fully completed warranty claim forms will be processed.

**The following details are required, in order to process the claim and to guarantee correct execution of the work:**

- Bär Cargolift serial number (S. No.)
- BC type
- Vehicle number plate
- End customer
- Repair date
- Bär delivery note number
- Your invoice number
- Contact partner
- Email for further questions
- precise description; fault/cause/rectification
- Enter the service notification number (SM)/RMA number in the "Fault" field)

## Scope

### a. Spare parts

With warranty work/works performed within the framework of the maintenance and repair contract (Bär CargoRate), only install original spare parts from Gerd Bär GmbH. Externally procured spare parts shall only be remunerated upon submission of a copy of the invoice and only in exceptional cases, following prior agreement. In principle, the spare parts required for the proper repair will be reimbursed via the warranty claim.

In the event of spare parts being used that were not procured via Gerd Bär GmbH and where malfunctions have arisen as a result of such externally procured spare parts, the warranty is void. All spare parts that have been reimbursed automatically become the property of Gerd Bär GmbH.

### b. Fault-finding / repair authorisation

In principle, contact the Gerd Bär GmbH hotline for technical advice after 30 minutes of fruitless fault-finding. In the case of repairs that have taken longer than the guide times cited by Gerd Bär GmbH or repairs that are not listed in the repair time table, always obtain approval via the hotline (see "Repair time table, F7223001"). Furthermore, any warranty work that requires longer than 3 working hours to complete must be approved as a matter of course.

Approval is obtained via the Gerd Bär GmbH hotline, which will assign a so-called

service notification number (SM)/ RMA number in such cases. It is also necessary to obtain approval to exchange power packs or the individual components of power packs.

## **c. Working time**

The working time required to rectify the damage is a constituent part of the warranty claim. For standard repairs, the respective applicable "Repair time table" (F7223001) is binding unless aggravating circumstances (see section "b. Fault-finding / Repair authorisation") can be established. The working time will be reimbursed in accordance with the hourly rates agreed with the service partner. Gerd Bär GmbH reserves the right to reduce the hourly rate to reflect the standard rates applicable within the industry.

## **d. Field installation work**

In the case of vehicles that are drivable, there will be no reimbursement of field installation work as a matter of principle. The costs for the repair journey will be reinstated only in the case of vehicles that can no longer be driven due to the damage on the Cargolift. The associated travel time and mileage will be reimbursed in accordance with the rates agreed with the service partner.

## **e. Return / sending back damaged parts**

All damaged parts replaced during the warranty work become the property of Gerd Bär GmbH and are to be returned for checking by means of the most economical shipping method available.

Any damaged parts that are subject to a return requirement are displayed directly in the input screen of the warranty claim form for the respective material. If returns are required inside Germany, use the free return service available via the Bär Cargolift WebShop. The cleaned, damaged parts are to be packaged as new parts and returned together with a copy of the warranty claim and the Bär Cargolift return form within 4 weeks of the repair work being completed. The delivery no. (or invoice no.) must be cited on the return form.

We charge a fixed fee of € 50.00 for all returns that take place without a Bär Cargolift return form.

Warranty claim forms cannot be processed without the return of the damaged part.

We accept returns under the following conditions:

- Complete spare parts delivery – Net goods value of min. € 50.00 (per individual spare part – Net goods value of min. € 5.00, otherwise not reimbursable).
- Delivery date is max. 24 months ago
- Return of complete kits

There is no claim to remuneration here. The regular period up to receipt of the damaged part is 4 weeks. If the damaged part has not reached Gerd Bär GmbH by the end of this period, the warranty claim will be rejected.

## Limitations

Faults and damage can also arise through incorrect operation, exceeding the stipulated max. load capacity, disregard of the load centre, improper operation, negligent maintenance, a faulty power supply and/or collisions. All direct damage and consequential damage arising due to the aforementioned causes, as well as warning flags are not covered by the warranty.

The company carrying out the repair must ensure that the aforementioned issues are not the cause of the fault or damage, prior to execution of the work.

Costs for travel to and from the site will only be accepted if the vehicle is not drivable (platform cannot be closed, even using emergency operation, etc.). Costs for loss of service, rental vehicles and consequential costs will not generally be accepted.

- The costs for illuminants, hydraulic oil and field work are not covered by the warranty period.
- Repairs with a value of  $\geq$  EUR 500 may only be performed during the last 6 months prior to the warranty period expiring following agreement with a Bär employee.

## Carrying out the work

All work must be performed by trained personnel, in accordance with current documents and using the Bär CargoCheck diagnostic software. Gerd Bär GmbH offers regular service training for this (more detailed information at [www.baer-cargolift.de](http://www.baer-cargolift.de), "Technical servicing").

In particular when the annual UVV test is being carried out by specialist personnel, it is necessary to ensure that, in addition to checking the purely functional and safety-related issues, a test is also carried out with regard to protecting the operator from unplanned outages due to potential technical problems in the subsequent period through to the next test.

An annual hydraulic oil change is mandatory.

## Further applicable documents

"General terms and conditions of business of Gerd Bär GmbH" (F9012005)

"Conditions for repairs and spare parts deliveries" (F7221001)

"Customer service contact partners" (F9012002)

"Repair time table" (F7223001)

"Bär Cargolift return form" (available in the Bär Cargolift WebShop)

## Disputes:

The place of jurisdiction is Heilbronn.

All further agreements must be concluded in writing.