

## Warranty conditions

VIVA - Manipulation Technology s.r.o.

with registered office at Třebenice, Sv. Čecha 486,  
Postal Code 41113, identification number: 27263703  
registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem,  
Section C, Insert 21231  
tel. no. 777 020 090, e-mail: [info@viva-manipulacni-technika.cz](mailto:info@viva-manipulacni-technika.cz),

(hereinafter "**Seller**")

**effective from 01.07.2023**

### 1.

#### Home

These Warranty Terms and Conditions (hereinafter referred to as the "**Warranty Terms and Conditions**") govern the mutual rights and obligations of the Seller and any other person with whom the Seller has entered into a contract as a buyer, customer or client (all hereinafter referred to as the "**Buyer**") and on the basis of which the Seller has provided a warranty for the quality of the goods defined in these Warranty Terms and Conditions.

### 2.

#### New goods

These T&C are valid only for new goods delivered by the Seller. Goods that have not been supplied by the Seller as new (i.e. used, demo and demonstration) are not covered by these warranty terms. The Seller's guarantee of quality is provided only to the Buyer, in the event of the sale of the goods by the Buyer to a third party the guarantee of quality shall cease.

### 3.

#### Type and length of warranty for new goods

The Seller undertakes under these GTCs that the Goods under the category set out below will be fit for their normal purpose for the specified period of time or until the hours of operation ("**mth**") specified for each type of Goods in this clause below, whichever is the earlier ("**Warranty Period**").

a) For front-end and all-terrain internal combustion engine forklifts, Seller provides:

- **the main aggregates** are guaranteed for **24 (twenty-four) months** from the date of delivery of the goods to the Buyer or 2000 (two thousand) operating hours (mth), whichever is earlier;
- **on commonly worn parts** such as: tyres, wheels, bulbs, cleaning pads, filters, carbon brushes, upholstery, belts, brakes, carrier forks, keys, locks, switching elements (i.e. switches, joysticks, contactors, disconnectors, relays, etc.) electronic units and electronic cards, distributors, spark plugs, hoses, seals, as well as attachments and superstructures are covered by a **warranty period of 12 (twelve) months** from the date of delivery of the goods by the Seller to the Buyer, or 1000 (one thousand) operating hours (mth), whichever is earlier.

b) For electric powered front end forklifts and retractors, the Seller provides:

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- **the main aggregates** are guaranteed for **24 (twenty-four) months** from the date of delivery of the goods to the Buyer or 2000 (two thousand) operating hours (mth), whichever is earlier;

- **on commonly worn parts** such as: tyres, wheels, bulbs, cleaning pads, filters, carbon brushes, upholstery, belts, brakes, carrier forks, keys, locks, switching elements (i.e. switches, joysticks, contactors, disconnectors, relays, etc.) electronic units and electronic cards, distributors, spark plugs, hoses, seals, as well as attachments and superstructures are covered by a **warranty period of 12 (twelve) months** from the date of delivery of the goods by the Seller to the Buyer, or 1000 (one thousand) operating hours (mth), whichever is earlier.

c) For flatbed trucks and tractors with electric drive, the Seller provides:

- **the main aggregates** are guaranteed for **24 (twenty-four) months** from the date of delivery of the goods to the Buyer or 2000 (two thousand) operating hours (mth), whichever is earlier;

- **on commonly worn parts** such as: tyres, wheels, bulbs, cleaning pads, filters, carbon brushes, upholstery, belts, brakes, carrier forks, keys, locks, switching elements (i.e. switches, joysticks, contactors, disconnectors, relays, etc.) electronic units and electronic cards, distributors, spark plugs, hoses, seals, as well as attachments and superstructures are covered by a **warranty period of 12 (twelve) months** from the date of delivery of the goods by the Seller to the Buyer, or 1000 (one thousand) operating hours (mth), whichever is earlier.

d) For manually guided trolleys, trolleys with a standing operator and electrically driven trolleys, the Seller provides:

warranty for 12 (twelve) months from the date of delivery of the goods to the Buyer or 1000 (one thousand) operating hours (mth), whichever is earlier.

e) For electric and hydraulic lifting platforms and tables the Seller provides:

warranty 12 (twelve) months from the date of delivery of the goods to the Buyer.

f) For mechanical handling and lifting equipment and other non self-propelled equipment (i.e. pallet trucks, forklifts, cranes, warehouse trucks, hoists, cranes, hoists, etc.) the Seller provides:

18 (eighteen) months warranty from the date of delivery of the goods to the Buyer.

g) The Seller shall provide the following for clamping belts and ties:

12 (twelve) months warranty from the date of delivery of the goods to the Buyer.

h) For traction and starter batteries the Seller provides:

12 (twelve) months warranty from the date of delivery of the goods to the Buyer.

ch) For battery chargers the Seller provides:

12 (twelve) months warranty from the date of delivery of the goods to the Buyer.

i) For other equipment and self-propelled machines not listed herein, the Seller

provides: a warranty of 12 (twelve) months from the date of delivery of the goods to the Buyer.

#### 4.

#### Warranty limits

The warranty does not cover defects caused by an external event, e.g. damage caused by the Buyer, a third party or force majeure (natural forces, accident in the building, etc.). The Seller shall not be liable to the Buyer or third parties for any loss of profit, loss or damage resulting from any defect in the goods delivered.

The Seller is also not liable and the warranty does not cover defects that:

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- were not caused by a proven manufacturer's defect or product fault,
- have been caused by natural wear and tear of the goods or their individual parts,
- were caused by overloading the goods,
- were caused by the use of the goods for a purpose for which they were not intended,
- were caused by the use of the goods in violation of and failure to comply with the conditions set out in the Operating Instructions issued by the Seller,
- were caused by user negligence,
- were caused by an earlier defect which the Buyer failed to report to the Seller without undue delay in accordance with Article 6(e) of these GTC,
- incurred as a result of the failure to carry out a warranty service inspection in time in accordance with Article 6 (a) of these T&C,
- were caused by the failure to correct the primary defects,
- were caused by improper storage of the goods by the Buyer,
- were caused by faulty maintenance or other failure to follow the instructions for use of the goods,
- were caused by lack of operator competence, failure to follow instructions or lack of operating experience,
- have been caused by alteration, modification of the equipment or other intervention by the Buyer or a third party without the Seller's approval,
- were caused by unprofessional tampering with the goods, breaking of seals or altering their settings and performance.

The rights under the quality guarantee also expire in the event that the original or Seller-specified spare parts were not used to repair the goods.

## 5.

### Warranty for repairs

The Seller shall provide the Buyer with a warranty for the quality of the repairs or parts replaced as part of a claim made under these GTC for a period of six (6) months from the date of repair or 500 operating hours (mth) from the date of installation of the part, whichever is earlier, to the extent and under the terms of these GTC.

## 6.

### Warranty Terms and Conditions

As a condition for exercising the rights under the above quality guarantee under these GTC, the following shall apply:

- a. Proper and conclusive performance of regular service inspections by the Seller or a person authorized by the Seller in accordance with the Operating Instructions or Service Book issued by the manufacturer of the goods or the Seller (hereinafter referred to as "**regular service inspections**"). In the event that the Operating Instructions or Service Book does not specify the period of periodic service inspections, the Buyer shall be obliged to have the first inspection with the Purchased Goods at the Seller after 50 mth, and the interval of subsequent inspections after 300 mth (unless otherwise specified). The Buyer shall notify the Seller of the need for periodic service at least 5 days prior to the date when the Goods are likely to reach the number of mths specified for replacement of cartridges or filters. The Buyer shall keep a service book of periodic service inspections and specific service actions performed, which record shall be completed by the Seller's service technician to whom the Buyer or their designee shall submit the service book. In case of unusual operating conditions at the place of operation of the goods, e.g. high dustiness, the Buyer shall be obliged to order

regular servicing at a frequency corresponding thereto so as to avoid excessive wear and tear of the goods.

- b. Carrying out regular maintenance, changing oil fillings and filters in accordance with the Operating Instructions or Service Book issued by the manufacturer of the goods or the Seller.
- c. Operating the goods in accordance with the Operating Instructions issued by the manufacturer or the Seller for the purposes for which the goods are intended.
- d. Operation of gas-powered equipment exclusively on fuel gas according to ČSN DIN 51622, provable documents to verify the gas used and fulfilment of other conditions for the validity of the ZP at the request of the Seller.
- e. The Buyer shall reproach the Seller for the defect in writing without undue delay after he has discovered it or could have discovered it with sufficient care, but no later than 10 days from the date of the defect.

In the event that the Buyer fails to comply with any of the above conditions, the warranty for quality for any defects in the Goods under these GTC shall cease.

## **7.**

### **Regular service inspections**

The Buyer shall bear the following costs when performing periodic service inspections pursuant to Article 6(a) of these GTC:

- consumables (oils, filters, lubricants, etc.);
- hourly rate of the service technician's work for each hour of work according to the Seller's price list current at the time of the service inspection;
- travel costs for the operation of the service vehicle (mileage) for each kilometre travelled and, if applicable, the hourly rate spent by the service technician on the road, with the place of departure of the service vehicle being the town of Lovosice, unless otherwise agreed.

## **8.**

### **Complaints process**

The Buyer must make a complaint of defects in time (in accordance with Article 6(e) of these GTC) and at the place according to Article 10 of these GTC.

The Buyer is obliged to sufficiently describe the defect and provide the necessary information on the basis of which the Seller will be able to carry out warranty repairs without unnecessary costs. The Seller shall acknowledge receipt of the complaint to the Buyer.

In the event of a justified and timely complaint of defects covered by the quality guarantee provided under these GTC, the Seller undertakes, at its own option, to eliminate the defects in the goods by repairing or replacing the part in question, or to deliver new goods if repair or replacement is not expedient. If neither repair nor delivery of new goods is possible, the Buyer shall be entitled to a reasonable discount on the price of the goods.

In the event of a defect arising within the warranty period under these GTC, which prevents the use of the goods for their intended purpose and which cannot be removed on site and without time delays, the Seller may provide the Buyer with replacement goods of similar parameters for the time necessary to remove the defect, at a discount of up to 50% of the Seller's standard rental prices.

Unless otherwise agreed in writing, the damaged parts of the Goods that will be replaced when the Goods are repaired shall become the property of the Seller.

Defects are removed primarily at the Seller's premises according to Article 10 of these T&C, where the Buyer shall deliver the goods at his own expense. Upon agreement, the Seller may perform the

removal of defects at another location.

The Seller shall commence rectification of the defect within 7 working days of receipt of the complaint. A normal defect is a defect that does not prevent the use of the equipment.

In order for a complaint to be considered accepted on the day of submission, its receipt must be confirmed by the Seller by 15:00. In the event of a claim being made after working hours, on a public holiday, public holiday or public holiday, the next working day shall be deemed to be the day of receipt of the order.

## 9.

### **Legal rights from defective performance of the Buyer**

In addition to the quality guarantee provided in accordance with these GTC, the Buyer is also entitled to legal rights from defective performance in accordance with § 2099 et seq. of Act No. 89/2012 Coll., Civil Code. The statutory rights of defective performance shall apply only to those defects which the purchased goods had at the time of acceptance by the Buyer or which were caused by the Seller's breach of duty. If these defects are an insignificant breach of contract, the Buyer is entitled to have the defect removed (by repair or replacement) or to a reasonable discount. In the case of a defect that is a material breach of contract, the Buyer also has the right to withdraw from the purchase contract, i.e. return the goods and claim a refund of the purchase price. The choice of the right of defective performance is up to the Buyer. The Buyer may change the choice made only with the consent of the Seller.

## 10.

### **Address for complaints**

The Seller's premises at Terezínská 86, 41002 Lovosice, is the place for the application of the warranty according to these Terms and Conditions and the performance of warranty repairs. The Buyer can also make a complaint (claiming defects) via email: [info@viva-manipulacni-technika.cz](mailto:info@viva-manipulacni-technika.cz). After the Seller's agreement with the Buyer, it is possible to carry out warranty repairs at a place designated by the Buyer. In such case, the costs of travel of the service mechanic shall be borne by the Buyer.

Current and valid contacts, including service risks arising from the repair of handling equipment, are available on the Seller's website <https://viva-manipulacni-technika.cz/>

**Slavomir**  
**Vinař**

Digitally signed by  
Slavomír Vinař Date:  
2023.06.15  
12:14:59 +02'00'