

Lenze AB

General guarantee and delivery terms

General guarantee and delivery terms as part of the agreement

These guarantee and delivery terms constitute a part of the agreement between the customer and *Lenze Aktiebolag (18004447-4)* or a business that is part of the company or the Group (later called the seller or “Lenze”), entered into when the customer (later called the buyer) orders a product or service from the seller.

If the buyer does not approve these terms as a part of the agreement, he should immediately inform the seller of this within five (5) working days of the order confirmation having arrived.

Where questions have been specified in these terms, this document applies in the first instance and general delivery terms within the industry (NL01 E) in the second instance. Where questions have not been established in any document, Finnish Law shall apply.

The parties' responsibility for the correctness of the order

The seller is responsible for ensuring that he delivers the products as per the order.

The customer is responsible for ensuring that the content of the delivery is correct. Before the order is placed, the customer must ensure that he has given the seller correct and adequate details of the product that is needed.

Delivery and payment terms for products delivered within Finland

The products will be delivered to Finland in accordance with INCOTERMS CPT delivery terms from the place of dispatch and they will be invoiced on terms of 14 days net. The products will be delivered using the freight method chosen by the seller and the freight plus packaging will be charged to the buyer. It is possible to deviate from these terms only through a separate agreement.

Prices

Where orders are placed, Lenze's general price is applied unless otherwise agreed by the parties. The buyer is responsible for checking the price. All prices indicated by the seller are stated exclusive of VAT.

The seller reserves the right to change the prices at any time. If the changed price is higher than that which has been communicated to the customer or higher than the price registered in the offer or another equivalent document, the buyer is entitled to cancel the purchase.

The smallest order size is 50 EUR, which will be charged even if the value of the order is lower.

Technical documentation on the products

Where necessary, the delivery includes adequate documentation on the use of the product. No other written documents are included in the delivery under any circumstances. Other documents can be requested from the seller in writing or by electronic mail, although a separate charge may be levied for these.

The documentation is provided principally in English. The documents will be delivered in other languages only to the extent that a separate agreement thereon has been entered into.

Delivery of Dual Use goods

The customer is obliged to comply with all applicable national and international export controls and sanctions regulations, in particular the ones of the United Nations, the European Union, Germany and the United States. Further, the supply of listed dual use items is strictly limited to imports for free circulation into the customer's jurisdiction. Imports into free zones or free warehouses are strictly prohibited. This obligation applies only insofar as it does not lead to a violation against EU or German blocking statutes.

Delivery time and delays

The products will be delivered on the delivery date that is registered on the order confirmation. When the buyer discovers a delay, he should inform the seller thereof without delay. If the delay is a consequence of the seller's error, the buyer will be entitled to compensation for direct losses in accordance with the NL 01 E terms. This does require a written claim to be raised, however. The established delay time referred to in the terms will begin as of the time when the notification of the delay was delivered to the seller.

As regards losses as a consequence of the delay, the seller is in no way responsible for indirect losses. Regarding direct losses, the seller limits his liability under any circumstances to 7.5 % of the order's VAT-free price.

If the delivery is delayed for longer than 16 weeks, the buyer may demand in writing that the order be annulled. If after receiving this notification the seller is unable to deliver the products within one month, the agreement will be considered to have been cancelled. If this is the case, the buyer will not be entitled to any financial compensation.

The seller is not responsible for delays that are due to the haulier.

If the delivery term requires that the product be picked up from the seller's place of business in Finland or in another country, the product must be picked up at the time stated by the seller. The seller must notify this time at least one week in advance.

If the buyer has not picked up the product, the seller will store the product at the customer's liability without any insurance. Insurance will be taken out on the buyer's account only if the buyer demands this in writing. 1 % of the value of the delivery will be charged for storage for each week begun. This will be charged even if the order should subsequently be annulled.

If the buyer does not pick up the products in time, the seller reserves the right to invoice them in any case at the time when they ought to have been picked up. If the buyer does not pick up the products within 16 weeks, the seller will assume that the agreement has been cancelled. If this is the case, the seller will invoice 35 % of the value of the delivery. For gearboxes and geared motors the total value will be invoiced.

Guarantee

Lenze provides a two-year product guarantee for its products. The guarantee that was still valid for the original product will be granted for products that are replaced or repaired during the guarantee period.

The guarantee includes planning faults, production faults and raw material faults.

The guarantee does not include products that have been used in contravention of the seller's instructions. The instructions include all publicly available documentation on the product such as assembly instructions and manuals.

The seller assumes that the person handling the products has adequate professional knowledge as regards assembly and use of the products. Faults that arise as a consequence of lack of professional use are the buyer's responsibility. This applies also in situations where the user or users does or do not belong to the personnel of the buyer's company.

The guarantee includes only the seller's own products. Indirect costs such as programming or installation costs are not compensated for. The guarantee also does not include software products intended for use by the products or other software. The guarantee still does not include installation, dimensioning or the equivalent work that has been carried out by the seller's representative. The guarantee does not include application programs tailored to the buyer and executed by the seller.

The guarantee's delivery terms are DAP to a place in Finland or Sweden chosen by the customer, INCOTERMS 2020. The seller delivers products repaired under guarantee or alternative new products by the shipping method chosen by the seller, DAP. If the buyer requires a faster shipping method for a guarantee product, the buyer must pay for the shipping, i.e. the delivery term is then EXW place of dispatch on INCOTERMS 2020.

Guarantee rules

In order to ensure that a guarantee order will not be handled as a normal order, the buyer must send the broken products to the seller's address at his own cost during the guarantee period:

Lenze Service GmbH
Breuslauer Strasse 3
DE-32699 Extertal
Att: Olaf Dencker; Phone: +49 5154 82-1558

A correctly filled in return form must also be sent to the seller for the guarantee handling to be initiated. This should take place as soon as the fault has been discovered, but no later than 2 weeks after the guarantee period has expired.

The seller will then examine the products, and if he ascertains that the product is covered by the guarantee, the seller can either choose to repair the product or replace it with a new one. The seller will not under any circumstances compensate direct or indirect costs that have arisen because the product has broken or because other faults have arisen.

A charge will be levied for unjustified examination under the guarantee.

Application of the guarantee terms

In the purchases and agreements where Lenze constitutes the seller, only the regulations in the abovementioned two points will be applied regarding the guarantee. These points disregard all written, verbal, actual and implicit agreements, insurances and guarantees that may have been enclosed with the agreement or that have been entered into over and above this.

The buyer also has no access to rights or equivalent methods in cases of erroneous delivery other than those mentioned above in the guarantee rules.

General limitation of liability

The seller limits his liability in all of the cases that have not been mentioned separately above to 25 % of the delivery's VAT-free value.

Returning the products and annulling the order

Sold goods are only taken back upon prior written agreement with Lenze and against a return charge. A return charge of 15% of the invoiced amount is charged for return of components on stock, such as electronic controls, in undamaged original packing and fully saleable condition, and a 40% return charge is charged for returning of components on stock without original packing. The return charge amounts to min. 50 EUR. Products for inspection are taken back within 4 weeks and only in undamaged original packing and fully saleable condition. All freight charges, handling costs etc. are paid by the Customer, and Lenze may offset these costs in the Customer's claims against Lenze, if any. Forwarding of returned products to Lenze is made for the Customer's expense and risk.

That which has been stated above regarding the return of products also applies, apart from shipping, to the annulment of an order prior to delivery.

Change to the content of the delivery

After the order has arrived, the seller reserves the right to deliver a replacement product if the replacement product can be considered to correspond to the ordered product in terms of its function.

Cancelling the agreement

If the agreement between the seller and the buyer is legally annulled or cancelled, these terms will remain valid between the parties to the agreement regarding the parts that can be applied.

Disputes

Disputes concerning these guarantee and delivery terms will be handled at Espoo City Court unless the value of the dispute exceeds 200 000 Euros. Disputes concerning matters of a value higher will be negotiated through arbitration in accordance with the regulations of the Central Chamber of Commerce's Board of Arbitration.