

Warranty conditions for used machines

These warranty terms and conditions for used machines (the Warranty Conditions) are based on the general terms and conditions for the sale of goods (the Terms) of Boecker UK Limited (the Supplier) as amended from time to time. The Warranty Conditions supplement clause 6 "Quality" and clause 10 "liability" of the Terms.

1. All used machines are sold under exclusion of any liability for defects, which means under exclusion of any warranty. If agreed in writing, the Supplier will provide a voluntary warranty for used machines (the Warranty) up to maximum of 6 months from the date of the invoice for the purchase of the used machine(s).
2. The used machine must have been purchased via the distribution channel specified by the Supplier. Any claim under the Warranty shall only cover damages to the object of the contract itself. Any liability for lost profits and damages is excluded. If the Customer makes a claim under the Warranty and the Supplier provides warranty services, the warranty period shall neither be extended nor shall a new warranty period commence. The Customer shall notify the Supplier of any defect in writing immediately after its discovery.
3. During the warranty period the Supplier shall remedy all defects of the used machine which can be proven to result from a material or manufacturing defect. The Supplier shall at its discretion either repair the defect machine or reimburse the Customer for any reduction in value. The Supplier is entitled to replace defective parts with used spare parts. The used spare parts may not be older than the used machine itself. There is no obligation under the Warranty in the event of marginal deviations from the normal quality which are irrelevant for the value and usability of the used machine. Damages and defects caused by the following are excluded from the Warranty:
 - 3.1. unsuitable or improper use by the Customer or third parties;
 - 3.2. non-compliance with the manufacturer's operating and maintenance manual;
 - 3.3. incorrect assembly or commissioning by the Customer or third parties;
 - 3.4. incorrect operation by the Customer or a third party;
 - 3.5. normal wear and tear;
 - 3.6. incorrect or negligent treatment;
 - 3.7. improper maintenance by the operator;
 - 3.8. chemical, electrochemical or electrical influences;
 - 3.9. use of unsuitable operating materials, lack of oil or overheating;
 - 3.10. external influences such as fire, water and abnormal environmental conditions;
 - 3.11. damage caused by accident, fall or impact;
 - 3.12. negligent or wanton destruction;

Boecker UK Limited

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Registered Office:
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Whatton, Nottingham, NG13 9FX
VAT Registration Number GB278 2450 82

Bank details

Lloyds Bank Account Number 33123360
Sort Code 30-98-21

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- 3.13. repair by unqualified persons;
 - 3.14. use of parts of unknown origin;
 - 3.15. removal of the serial or chassis numbers or making them unrecognisable
- 4.** Operating and auxiliary materials such as fuels, filter inserts, cooling and antifreeze agents, hydraulic fluids, oils, greases and other lubricants are not included in the Warranty.
- 5.** Any defects of vehicles are excluded from the Warranty. If such defect arises, the warranty or guarantee conditions of the respective vehicle manufacturer shall apply.
- 6.** The Warranty is not transferable (to the legal successor of the Customer only with the express written consent of the Supplier) and shall only apply to the Customer.
- 7.** If any section or subsection of the Warranty Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant section or subsection shall be deemed deleted. Any modification to or deletion of a section or subsection under this clause shall not affect the validity and enforceability of the rest of the Warranty Conditions.

The Supplier shall provide a Warranty in accordance with the aforementioned Warranty Conditions for the following machine:

Machine type

Chassis number

Customer name

Customer account

Order number

Delivery date

Date

Supplier signature

Customer signature

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