

WARRANTY CONDITIONS DIESEKO GROUP B.V.

General

12 months warranty or 1,000 hours (whatever comes first) on new DIESEKO GROUP B.V. vibro equipment, on material and construction failures (on parts, not on labour and/or transport costs) according to the conditions mentioned below starting at the date of shipment.

Warranty on spare parts as supplied by the original supplier (on the respective parts only) according to the conditions mentioned below.

Other

- a. With regard to what has been contractually determined, DIESEKO GROUP B.V. guarantees products and spare parts sold by her to be free from defects in material or workmanship, for the period separately agreed upon. Excepting wear and tear parts. All claims of shortcomings of which the first buyer correctly informs DIESEKO GROUP B.V. within the period agreed upon, but directly after awareness of the shortcoming, in writing to the service co-ordinator and proves that they have occurred within the mentioned period, exclusively and preponderant as a direct cause of a shortcoming in the product supplied by DIESEKO GROUP B.V., faulty finishing or usage of poor materials, shall be granted by DIESEKO GROUP B.V. or its endorsee.
- b. DIESEKO GROUP B.V. cannot be held responsible for defects or breakdowns, which are caused partially or completely by incompetent or careless handling by buyer, his personnel or third parties appointed by him. Nor can DIESEKO GROUP B.V. be held responsible for external causes, changes or repair by the buyer, his personnel or third parties appointed by him. The warranty shall not apply if the product has been used for diaphragm wall, compaction - and or underwater operation and purposes other than its original intent, incorrect operation or maintenance, for example if types of oil etc. have been used other than specified by DIESEKO GROUP B.V.
- c. Commissioning of the machine shall be done by DIESEKO GROUP B.V. or its endorsee. DIESEKO GROUP B.V. cannot be held responsible if the specified inspections have not been performed by DIESEKO GROUP B.V. or its endorsee. Nor can DIESEKO GROUP B.V. be held responsible if the sending in of oil samples is not executed as specified, if the maintenance according to schedule has not been performed by DIESEKO GROUP B.V. or its endorsee and not all replaced parts have been supplied by DIESEKO GROUP B.V. or its endorsee.
- d. DIESEKO GROUP B.V. is in settlement of its warranty obligation justified and obliged to supply or repair, without charging the customer, just the relative parts. Replacements of parts may only be done by DIESEKO GROUP B.V. or its endorsee. Labour, freight and mileage allowance and other occurring costs will not be reimbursed by DIESEKO GROUP B.V. and are to be paid for by the customer. Neither party shall hold the other responsible for any consequential damages.
- e. Parts will only be replaced under warranty if these claimed parts are sent, carriage paid, to DIESEKO GROUP B.V. and the argumentation of the customer proves that the warranty conditions are applicable. If the parts will be replaced the parts sent to DIESEKO GROUP B.V. will become the property of DIESEKO GROUP B.V.
- f. These warranty conditions are applicable to parts produced by DIESEKO GROUP B.V. For parts and products not produced by DIESEKO GROUP B.V., the warranty conditions of the original supplier are applicable.
- g. DIESEKO GROUP B.V.'s obligations under the guarantee are voided if buyer does not meet his financial obligations. Buyer is not entitled to refuse payment on the ground that DIESEKO GROUP B.V. has not yet, or as yet incompletely, fulfilled his obligations under the warranty.
- h. Deviations from and/or additions to these conditions solely apply if agreed upon in writing by DIESEKO GROUP B.V. and exclusively applied to that agreement for which the stipulations were formulated.

General terms and conditions according to Orgalime S2012.

Valid from Oct. 1st 2012



Bank: RABOBANK, Almere
IBAN: NL21 RABO 0139 2705 31
SWIFT: RABONL2U

BTW / VAT: NL8201.13.220.B.01
EORI: NL820113220
KvK / CC: 24443483