

Installation and function guarantee on completely overhauled machines from CUPASO Deutschland GmbH

Status: 04/21/2023

§1

Scope of application

The guarantee applies to all machines and/or machine components completely overhauled by CUPASO Deutschland GmbH, provided that a guarantee commitment has been issued for them, stating the date of purchase/overhaul, the buyer/guarantee holder and the serial number of the machine/machine component sold.

§ 2

Content and reasons for exclusion from the guarantee

(1)

If a guaranteed part or a guaranteed machine/machine component loses its functionality within the guarantee period due to a damage that has occurred and if repair becomes necessary as a result, the guarantee holder is entitled to repair to the extent provided for in these terms and conditions. A compensation in money is excluded.

(2)

No guarantee is given, regardless of the contributory causes, for damage

- a) by an immediate and sudden external event with mechanical force;
- b) by wilful or malicious acts, theft, unauthorised or improper use, robbery and embezzlement, by direct exposure to storm, hail, lightning, earthquake or flood, as well as by fire or explosion;
- c) by war events of any kind, civil war, civil unrest, terror, strike, lockout, confiscation or other sovereign intervention or by nuclear energy;
- d) for which a third party is or usually is liable by law (e.g. by tort) or by contract (also e.g. by manufacturer's goodwill)

(3)

No guarantee is still given for damage caused by:

- a) wear and tear;
- b) improper handling;
- c) non-compliance with safety precautions, manufacturer's instructions and sales instructions;
- d) use of force and violence;
- e) repair attempts on your own initiative.

(4)

A guarantee is granted on condition that

- a) the faulty machine/machine component influences the operability of the entire machine/machine component through a defect or that it must be assumed that the operability will be influenced during the guarantee period, whereby the burden of proof of the expected influence on the operability lies with the guarantee holder;
- b) only such consumables have been used that are approved or recommended by the manufacturer or by CUPASO Deutschland GmbH
- c) both the manufacturer's instructions in the instruction handbook and the instructions of the CUPASO Deutschland GmbH when handing over the machine/machine component have been observed;
- d) interventions or other influences on the installed operating hours and/or cycle counter and a defect or replacement of these components is reported to CUPASO Deutschland GmbH immediately and before the start of the repair;
- e) the damage subject to guarantee was reported to CUPASO Deutschland GmbH immediately and before the start of the repair;
- f) the provisions for settlement in accordance with § 5 have not been violated;
- g) the maintenance intervals prescribed by the manufacturer have been observed and all maintenance work can be proven.

§3

The elements covered by the guarantee

(1)

The guarantee applies to all permanently installed mechanical and electrical components of the machine/machine component for which a guarantee commitment has been issued. The components mentioned in the following paragraph (2) are excluded.

(2)

Excluded from the guarantee are

- a) the machine control, unless it is a separate control of CUPASO Deutschland GmbH;
- b) all parts that have been retrofitted or modified by the guarantee holder or purchaser that were not installed or modified at the time of the machine purchase.

§4

Scope of the guarantee and cost sharing by the guarantee holder

(1)

The guarantee covers the repair of guaranteed components by means of replacement or repair, including the labour costs of the guarantor or the partner company commissioned by the guarantor.

(2)

Not covered by the guarantee:

- a) costs of testing, measuring and adjusting;
- b) compensation for direct or indirect consequential damage (e.g. travel costs, freight costs, disposal costs, compensation for lost use or profit).

(3)

If repairs under guarantee and repairs not under guarantee are carried out simultaneously, the respective repair times are recorded separately. The repairs not subject to guarantee are charged to the guarantee holder at the hourly rates of the repair company applicable at the time. If necessary, the valid hourly rates are to be requested by the guarantee holder prior to the repair.

(4)

If a special self-support was agreed in the guarantee commitment, this will be charged to the guarantee holder in addition to and together with the benefits not subject to guarantee.

§5

Processing of the guarantee

(1)

The guarantee holder must report any damage immediately and always before the start of the repair to the CUPASO Deutschland GmbH or its agents and has to make the machine/machine component available for repair. CUPASO Deutschland GmbH will carry out the repair or commission a partner company. In the event of a breach of this obligation by the guarantee holder, CUPASO Deutschland GmbH is released from its obligation to perform, regardless of whether this makes it difficult for CUPASO Deutschland GmbH or its partner company to determine the occurrence or extent of the guarantee damage.

(2)

If the provision of the machine/machine component on the premises of CUPASO Deutschland GmbH is not possible or economically not reasonable due to the distance of the installation site or the size of the machine/machine component, the guarantee holder may commission CUPASO Deutschland GmbH or its partner company with the repair in his own company. The costs incurred for travel and accommodation of the necessary technician personnel are not part of the guarantee services and will be charged to the guarantee holder according to the valid conditions of the commissioned company.

(3)

In exceptional cases and only after prior consultation with CUPASO Deutschland GmbH, the guarantee holder may remove the damaged component himself and send it in for repair or replacement at his own expense and risk. It must be ensured that damage to the goods in transit is avoided by secure packaging.

(4)

The guarantee holder must provide the information necessary for the determination of the defect and allow an inspection of the damaged parts at any time. Replaced parts must be made available by the guarantee holder on request.

(5)

The guarantee holder has to reduce the loss as far as possible and has to follow the instructions of CUPASO Deutschland GmbH or its partner company.



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§6

Guarantee period

The guarantee begins with the date of purchase of the machine/machine component or with the date of the major overhaul and ends after 6 or 12 months, depending on the machine model, without the need for cancellation. The actual warranty period is specified in the warranty commitment.

§7

Change of ownership

In the event of a change of ownership during the guarantee period, the guarantee does not pass to the new owner. An assignment of the guarantee to a third party is only possible with the consent of CUPASO Deutschland GmbH. The guarantee expires if the product is sold to a commercial reseller. This does not apply to any manufacturer guarantee.

§8

Legal claims for material defects

This installation and function guarantee does not restrict the legal rights arising from the concluded purchase contract. Any existing legal guarantee rights remain unaffected by this guarantee promise. This guarantee promise does not therefore limit the legal rights, but extends the legal status.