

## Conditions spare and wear part sales

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### **GENERAL**

These conditions, as well as our general conditions of sales and delivery, are valid for spare and wear part orders, equal which kind. Purchase conditions of our customers apply only if they agree with our conditions. An express contradiction on part of igm is not necessary.

### **PRICES**

The prices are valid in Euro, ex works igm Wiener Neudorf / Austria, exclusive VAT. Freight- and packing costs will additionally be invoiced in accordance with expenditure. If the client has not determined dispatch instructions, igm AG will use their standard carrier.

### **MINIMUM PURCHASE ORDER VALUE**

On small orders, our costs for administration exceed the value of the order. Therefore we recommend you to summarize your demand. If this is not possible, we kindly ask for your understanding, that for orders with a net-value of less than EUR 50,-- we have to invoice an extra charge of EUR 15,-- in order to cover at least our administration costs.

### **DELIVERY RESP. REDELIVERY OF GOODS**

Goods have to be checked immediately after receipt, if they are intact and complete. Eventual complaints have to be sent in written manner to igm AG latest within 2 days after receipt of the goods. Outward damages of packing have to be certified by the carrier. If the complaint is justified and arrived in time, we will deliver a substitute or grant an appropriate discount. Further demands equal which kind they are can not be accepted.

Redeliveries of goods and spare parts need a written confirmation by the spare part sales department of igm AG before dispatch. Please consider that in each case we have to charge manipulation costs for redelivered parts. In case that you redeliver parts without clear identification (igm order no., number of packing slip or invoice), we have to charge € 73,-- for each redelivered part. Electronic components have to be checked before restoring, for which we have to invoice a flat rate of EUR 150,-- for each component, in order to cover our inspection costs.

### **STANDARD REPAIR EXCHANGE**

In our sales orders, standard exchange parts will always be charged with the list price for a new part. As soon as we receive the defective part back (at best immediately, before invoicing), we will credit -20 till -40% of the accounted list price. This procedure will finally result to the actual standard repair exchange price of 60 - 80% of the list price for a new part, dependent on the part type.

Defective parts have to be returned within 30 days, from over sea within 60 days, after placing the order for standard exchange to igm Wiener Neudorf, clearly to identify and without any exception.

After expiration of this period all open defective parts, which were not returned, will be cancelled and booked out, the issue of a credit note is than no more possible. Standard exchange parts are marked with an "R" on the end of the item number, other parts can be inquired at igm AG in Wiener Neudorf. This procedure cannot be applied, if a repair on the defective parts seems obviously not possible or if the item is not in his original state.

### **WARRANTY, COMPENSATION, PRODUCT LIABILITY**

To obtain warranty delivery it is essential that – already at the time of ordering – you state the Order/Project Number of the machine or component concerned and also the cause of the fault along with a brief description of the defect concerned. Warranty parts will be invoiced on delivery, the defective parts have to be returned within 60 days from order to igm AG with a clear reference number (igm order no.) and including a detailed failure description (form FO106). After receipt at igm AG and check, we will credit the delivered part. After this period all parts which were not returned will be cancelled and cannot be credited anymore.

Returned defective parts will be examined free of charge. The examination will be comprehensive and may take some time to ensure correct diagnosis. If we establish a none warranty claim has arisen or if no defect can be found, we will have no alternative but either not to credit the delivered part or to invoice all repair- and additional costs (e.g. for examination) in accordance to expenditure.

#### attention:

Non compliance to safety regulations and operating manuals (e.g. operation with wrong voltage or current, use of unfit accessories), misapplication, insufficient maintenance, operator error for example system crash, disassembly of the product by none IGM personnel, as well as use of spare and consumable parts or accessories, which are not igm original parts will void any warranty claim. igm and related service agencies which are authorized by us are solely allowed to make repairs to our products. Technical interventions or alterations by a third party are not allowed and will also void any warranty claim.

Wear parts cannot be changed under warranty. Parts, which are subject to wear - for example parts which are in contact with the welding wire, as well as knives, springs, rubber - are excluded from warranty. These parts are marked with "V" in the price list.

Obligations to indemnify in accordance with the product liability law or other product liability requirements of material damages on operationally used units of companies are impossible. Each liability and eventual requirements because of remunerations of damages, wages, freight charges, penalties or lost of profit we have to reject.