

Term

The warranty period represents 24 months. It starts on the date of the initial registration of the vehicle, 3 months after delivery of the Bär Cargolift by the Gerd Bär GmbH at the latest. In the case of the Bär Cargolift being stored for a longer period, the Gerd Bär GmbH reserves the right to demand the taking of measures for the restoration of the delivery quality (oil change, repeated lubrication of the bearings, etc.) prior to it recognizing the warranty period.

The basis for the first 12 months of the guarantee period is the successful functional inspection after it has been mounted on the vehicle. We must insist on receiving a receipt of this inspection/warranty works (copy of log book and invoice) with your warranty claim. Warranty claims without any receipts will be returned to sender without any further notice. For repair works more than > 500,- EUR within the last 6 months before expiry of our warranty period, please contact the Bär service department for further instructions.

The carrying out of work under warranty does not result in a warranty prolongation.

Basic conditions:

The guarantee is valid for all uses on European public roads when used for the intended purpose. A 2-shift use is permissible at maximum. Deviating uses require the written approval of the Gerd Bär GmbH or otherwise result in a curtailment of the guarantee period to 12 months. Damages are to be repaired at the time they are determined. No liability is assumed for consequential damages resulting from damage not being repaired immediately, overloading or as a consequence of a usage which is not in accordance with the intended purpose.

Within the scope of warranty, the Gerd Bär GmbH assumes liability for the perfect function of the Bär Cargolift and all other components included in the scope of delivery, the correct function being guaranteed in the contract of purchase. In case of the Bär Cargolift being mounted by fitters of the Gerd Bär GmbH or in direct commissioning, the warranty has validity for the mounting situation on the vehicles. The interface to the manufacturer's own vehicle electrical system always is represented by the main fuse on the electrical distribution plug close to the Bär Cargolift.

Gerd Bär GmbH hereby reserves explicitly the right to carry out a material checking of the asserted warranty claims. In case of discrepancies, an attempt will be made to find an amicable solution. Founded refusals are always possible.

Repairs under warranty have to be carried out by the nearest Bär service agent. Work fitters of the Gerd Bär GmbH can also be requested by exception.

Form:

Warranty / guarantee claims have to be asserted via the Bär Cargolift Internet Shop at www.baer-cargolift.de within a period of 4 weeks after the repair. Please understand that we only can work on warranty claims, for which all necessary information are stated on the form

The following information is urgently required and obligatory. Otherwise the completion of the warranty claim is not possible:

- Serial-Number of the Bär Cargolift
- Customer number
- Order number / Delivery note or invoice number
- Date of repair
- Malfunction
- Remedy
- TAN (TransActionNumber)

If the warranty / guarantee claim is not asserted via the Bär Cargolift Internet Shop, the only other way which is accepted is represented by the original Bär Cargolift warranty claim. This warranty claim has to be sent via post mail to Gerd Bär GmbH, Heilbronn, Germany. Copies cannot be accepted.

Scope:

a. Spare parts:

Only original spare parts of the Gerd Bär GmbH are to be used for warranty / guarantee work. The costs of spare parts obtained by third parties will only be reimbursed against submission of a copy of the invoice and with the prior agreement by the Gerd Bär GmbH. The spare parts required for a correct repair will be reimbursed via the warranty / guarantee claim.

All replaced spare parts become the property of the Gerd Bär GmbH.

b. Trouble shooting / repair approval

Technical advice has always be obtained from the Gerd Bär GmbH. In case a trouble shooting attempt should not succeed within a period of 30 minutes the hotline of the after sales department has to be contacted. Repair approval has to be obtained from the Gerd Bär GmbH for any work which is not listed on the accepted repair time for warranty (please see "F7223001" for details). All other warranty / guarantee work which takes longer than 3 hours always requires approval. This approval is given by the hotline of the Gerd Bär GmbH via the so called TAN (TransActionNumber).

c. Labour time

The labour time required for the repairing of the damage is a constituent part of the warranty / guarantee claim. The currently valid "Accepted repair time for warranty work" (F7223001) is obligatory for standard repairs as long as no aggravating circumstances (see under b) can be claimed. The labour time is reimbursed at the remuneration rate agreed upon. The Gerd GmbH reserves the right to cut the remuneration rate per hour at a value which is customary within the sector.

d. Mounting "on the road"

No mounting "on the road" will be remunerated for roadworthy vehicles. The Gerd Bär GmbH reimburses costs for the fitter driving to the vehicle if the vehicle is not roadworthy as a result of the damage which has been caused to the Bär Cargolift. Travel times and mileage incurred as a result will be reimbursed at the remuneration rate agreed upon.

e. Return of damaged parts

All damaged parts which are replaced during warranty / guarantee work are the property of the Gerd Bär. They have to be cleaned, packed like new parts and sent for inspection to Heilbronn within a period of 4 weeks after repair date using the cheapest shipping method. A copy of the warranty / guarantee claim and Bär Cargolift return note have to be attached. Stating the delivery note and/or the invoice no. on the return note is mandatory.

For returns without return notes we will charge an administration fee of 50,00 € beginning from 01.07.2015. Moreover it could cause delays in the handling process.

Warranty / guarantee claims cannot be processed if the damaged parts are not returned.

From 01.08.2015 we only accept returns under the following conditions:

- Complete delivery has a net value of min. € 50,00 (per single spare part – net value of min. € 5,00, otherwise not refundable)
- Date of delivery was max. 24 months ago
- Self-Assembly kits have to be returned completely

There will not be any remuneration in this case. If the damaged part has not been received by Gerd Bär GmbH after 4 weeks after repair date, the warranty / guarantee claim will automatically be refused .

Restrictions

Malfunctions and damage can also occur as a result of an incorrect operation, exceeding the max. allowable load capacity, disregarding the load distance, lack of servicing, insufficient voltage supply and/or collision. All consequential damages resulting from the above and wearing parts (e.g. warning markings) are not covered by warranty / guarantee.

The company carrying out the repair is to ensure that the malfunction or damage was not caused by one of the above mentioned circumstances before starting the repair.

Travelling cost can only be reimbursed if the vehicle is not roadworthy (the platform cannot be closed with emergency operation, etc.). Generally the costs for a loss of earnings, a hired car and consequential expenses cannot be reimbursed.

When purchasing a cargolift, against surcharge there can be obtained a prolonged warranty service for the 3. and 4. year. In order to make use of the prolonged warranty period, besides of the conditions mentioned above, the following items have to be also observed:

- Warranty claims can only be verified and, if applicable reimbursed in full or partly, if parts were replaced and the defective parts were returned to us!
- During our warranty period, there cannot be assumed any cost for lightening appliances, hydraulic oil and field work.
- For repair works more than ≥ 500 .- EUR within the last 6 months before expiry of your warranty period, please contact the Bär service department for further instructions.

Carrying out the work

All work must be carried out by trained personnel with the assistance of the latest documents. The Gerd Bär GmbH offers regular training courses for this purpose.

Especially during the annual accident prevention regulations, it has to be ensured that not only the function and safety aspects are checked. Furthermore an inspection has to be carried out in order to ensure that the operator is protected from a prospective breakdown as a result of technical problems.

It is recommended to change the hydraulic oil annually.

Further important documents

"General Terms and Conditions of Trade of the Gerd Bär GmbH F9012005"

"Conditions for Repair and Spare Parts Deliveries F7221001"

"Contact persons of the After Sales Department F9012002"

"Accepted Repair Time for Warranty Work F7223001" for standard Bär Cargolift repairs.

"Bär Cargolift Return note" (to be downloaded at Bär Cargolift Internet Shop)

Disputes:

Court of jurisdiction is Heilbronn.

All further agreements require the written form.