

## 1. Basic conditions

Spare part orders can be processed for all customers having a customer number at Bär Cargolift at the time the order is placed. In all other cases the party placing the order will be referred to the Bär Service Agent who is closest to the delivery address. On customer request, the order can also be handled by any other Bär Service Agent of his choice.

It is not possible to deliver spare parts to post-box addresses.

Spare part orders can only be accepted for further processing and delivery if the invoice recipient is sufficiently creditworthy. COD deliveries can only be granted exceptionally.

Partial deliveries are possible.

As far as it can be determined by us from a technical point of view: Spare parts which can only be assembled in combination with each other are not delivered until the complete set is available.

## 2. Order

Spare part orders can be placed by the Bär Cargolift WebShop, phone or fax. The following information are required to avoid any mistakes and therefore are obligatory:

- Customer number
- Serial number of Bär Cargolift
- Bär Cargolift type description
- Required mode of dispatch
- Material/Article number
- Material/Article description
- Quantity
- If applicable consignment order number

## 3. Order times

Spare part orders can be placed 24/7 by e-mail [spareparts@baer-cargolift.de](mailto:spareparts@baer-cargolift.de) or by fax (0049/7131/2877-777).

You could get through to our Spare Parts team:

Monday – Thursday	08:00 a.m. – 05:00 p.m.
Friday	08:00 a.m. – 04:00 p.m.

Our technical hotline is available as follows:

Monday – Friday	07:30 a.m. – 05:00 p.m.
Saturday	08:00 a.m. – 12:00 a.m.

Spare part orders can only be dispatched on time if we receive orders for postal deliveries by **03.00 p.m.** and for express shipments by **04.30 p.m.** Monday - Thursday or Friday by **04.00 p.m.**

Orders which need to be worked on internally (e.g. lifting arm etc.) can only be dispatched on the same day if we receive the order by **12.00 noon.**

## 4. Order confirmation

Order confirmations for export shipments are always issued and sent to the customer by fax or e-mail. As far as other shipments are concerned, a notification/order confirmation will only be issued and faxed on special customer request. Of course, the customer will be notified by phone if the spare parts ordered cannot be delivered on short notice. The same applies for partial deliveries.

## 5. Prices

Prices apply according to the Spare Part Price List (being valid at the time of order placement), plus VAT.

In case of any price deviations exceeding 15%, we issue an order confirmation which is faxed to the invoice recipient before delivery.

A new calculation will be made for spare parts which are not put on stock any longer, due to the reason that production of the cargolift was discontinued more than 10 years ago. We will send an order confirmation with price and delivery date to the invoice recipient. We require a reply to this order confirmation from our customers prior to delivery

We grant an additional discount on the net order value if the complete order is received by Bär Cargolift WebShop. Furthermore, there will not be charged any packing cost. For orders below a order value of € 50,00 net there will be invoiced a charge allowance for small orders.

## 6. Dispatch

Please specify the required mode of dispatch when ordering spare parts. Please also inform us if it is an order just to replenish your stock or if it is an urgent order. The spare parts are dispatched freight unpaid ex Heilbronn.

For overnight express deliveries, our customers have to book a save storage place (theft-proof) at the transport company directly. Irrespectively of the dispatch mode, carriage paid or carriage unpaid, the ordering party has to bear the risk of damage in transit or loss, upon the shipment has left the company premises.

## 7. Return

On prior agreement with us, spare parts can be returned against credit. However, from our part, generally there is no obligation to take back spare parts.

The following is generally excludes from returns:

- **Complete spare parts delivery - net goods value under 50,00 € (per single spare part – net goods value under 5,00 €).**
- **Delivery date is more than 24 months ago**
- **Incomplete self-assembly kits**
- **Platforms, lifting mechanisms, complete Bär Cargolifts**

Of course, return deliveries due to false deliveries, damages, incorrect consultation or parts recommendation for repair purposes are excluded from this rule.

Only parts can be returned which look as good as new and have not been mounted or used otherwise. For parts which are older than 24 months, we ask you to contact us for approval. The parts are to be returned to us in their original packaging.

We will charge a service fee of 10% on the gross list price, but at least 25,00 €.

Return deliveries have to be sent back by Bär Cargolift return note. For returns without return notes we will charge an administration fee of 50,00 €.

For any cleaning works which should be necessary, we will invoice a lump-sum of 12,50 € per spare part to be cleaned.

## **8. Packaging**

We pack the ordered spare parts as parcel or bulk goods, depending on the shipment size and in accordance with the valid European goods traffic directives. In case of any damages (in spite of adequate packing) you shall be obligated to notify us and the freight carrier immediately on receipt of the goods. In case of obvious damages, you are to refuse acceptance of the goods.

We disclaim liability for damages in transit which occur beyond the first place of destination, should it prove that the packaging is not adequate for any further transport, of which we did not have any knowledge.

We always use recyclable packaging materials, therefore packing material cannot be returned.

## **9. Spare parts warranty**

For spare parts we grant a 24-months warranty, commencing from the date shown on the delivery note. Warranty is restricted to the supplied spare part. In case of a warranty claim, any service costs such as mounting and dismounting will not be reimbursed. The replacement can only be made in kind. The part which is subject to the warranty claim has to be returned to us without any delay. The whole procedure is processed by means of a warranty application form.

## **10. Invoicing / terms of payment**

Normally the invoice is sent by fax or if desired by e-mail.

All other conditions are determined on our invoice or the „General Terms and Conditions of Trade of Gerd Bär GmbH“ F9012005.