

## **EUROBALT ENGINEERING OÜ WARRANTY TERMS**

Eurobalt Engineering OÜ, hereinafter referred to as a Manufacturer, herein does warrant that all manufactured hydraulic cylinders are free of defects in material and workmanship supplied by Manufacturer, and guarantees to pay compensation for any defects accepted by Manufacturer, this warranty is subject to the remedy clause stated herein.

### **Warranty period**

The warranty is valid for a period of twenty - four (24) months from the date of supply. The warranty period for reserve parts is six (6) months. The warranty for a cylinder repaired at Manufacturer's manufacturing facility is six (6) months. The warranty for repairs carried out during the warranty period shall terminate at the same time as the warranty period for the product. The warranty terms and warranty period set by the manufacturer are not applied to products other than those made by Manufacturer.

### **Warranty condition**

The conditions for the legitimacy of the guarantee are as per the following:

- the commissioning confirmation form has been returned to Manufacturer, properly completed;
- maintenance has been carried out according to a schedule;
- the damage has happened under normal operating conditions, and the equipment is in use where it was originally installed;
- the seals are unbroken.

### **Warranty coverage**

The guarantee will cover the originally hydraulic cylinders manufactured. Manufacturer or its representative shall supply either a new part or an appropriately repaired used part, at its discretion. The maximum compensation for subcontracted parts shall be based on the warranty granted and accepted by the subcontractor.

### **Statute of Limitation:**

The warranty shall not cover the damages such as:

Transport, carelessness such as negative (pulling) force on the cylinder, mistakes in mounting of hydraulic cylinders, wrong mounting design or wrong elements of mounting which doesn't allow appropriate work of the cylinders, lateral forces on the cylinders, mistakes in operational activities of hydraulic system, including mistakes related to wrong design of the unit where hydraulic cylinder is applied, breakage, wear and tear and other factors, overload (tilt), failure to take proper care in operating instructions and maintenance, repair, maintenance or installation work carried out by an unauthorized service point, structural changes made without the written permission of Manufacturer, natural wear and tear (wearing parts include e.g. hoses, gaskets, guide rings, cables/belts and filters), use of the product for purposes other than the applications accepted by the manufacturer, freight costs of delivering to a different destination than the original delivery address, consequential damage, loss of income, and additional costs for special installations or the extraordinary placement of equipment. The warranty is not applicable if the reason of the malfunction is not a hydraulic cylinder, but other elements of the unit where hydraulic cylinder is used, including using hydraulic cylinders which doesn't comply to technical requirements of the assembled unit where the same cylinder was mounted. Cracks or dents at hydraulic cylinder are considered as a result of inappropriate using of hydraulic cylinder.

### **Oil film**

There is continuously a thin oil film on the surfaces of the cylinder tubes when the cylinder is in operation. A little oil ring can accumulate on the upper side of cylinder tubes. This is normal and will not be considered leakage.

### **Damage during the warranty period**

The user must be contacted in the event of defects/damage covered by warranty. Instructions on how to submit a notification of defects/damage covered by warranty are available below.

The user must prevent any further damage.

Any defect must be repaired without delay and a compensation form must be submitted to Eurobalt Engineering within 14 days of the damage being repaired.

### **Application of warranty terms**

Any pledges and commitments that contrast from these guarantee terms might be considered invalid unless affirmed independently in writing by Manufacturer. Any disputes that will emerge from these guarantee terms or their application should be settled by the court with locale over the residence of Manufacturer.

In case if the hydraulic cylinders were carefully used and no warranty was applied, the user of hydraulic cylinders being customer of the Manufacturer is able to apply for 3% cost refund after the warranty time is over.

### **Warranty procedure**

1. An authorized representative will replace the damaged parts with new or comparable ones, and accept the claim form to Manufacturer. The claim form must be filled in details carefully; the defects and damage and what has caused them (if known) must be specified. The claim form must include at least the following information:

The cylinder model and the cylinder's code, serial number, date of delivery, date of installation and repair date, and a description of the defect and damage. The handling of the claim will be delayed if the form has not been properly filled in.

The applicant must keep a copy of the claim form and send the original claim form and the part in question to Manufacturer. The claim form can be sent to Manufacturer by email.

The indemnification payable for the parts and the labor costs incurred by the applicant due to the replacement of a cylinder, or parts thereof, for the duration of the repair work, will be the net price paid by the applicant if the claim is approved. Costs excluded by limitation of warranty will not be indemnified.

2. The applicant must hold the supplanted and damaged parts in case of a potential assessment at an afterward date in case the parts have not been sent to Manufacturer along with the claim form. In case the guaranteed choice has been made without analyzing any material evidence, Manufacturer will either grant the applicant permission to scrap the parts or request the applicant to return them.

3. If the warranty decision is accepted Manufacturer has permission for further measures regarding damaged or replaced parts.

All parts and cylinders for which the applicant has been indemnified are the property of Manufacturer. If the applicant wishes to purchase the damaged parts or cylinders in order to repair them, Manufacturer will determine the price for the said parts on a case-by-case basis.

4. The final payment of compensation for damage to the applicant can only be made after a warranty inspection. If the case is sufficiently clear, a warranty decision can also be issued on the basis of the claim form and photographs, for example.

5. The part or product should not be sent automatically, after a written claim has been received, the representative of Eurobalt Engineering will decide whether or not the product must be delivered to Manufacturer for inspection. The product should be delivered to the place where the product has been received from Manufacturer.

The shipping costs will be invoiced from the sender if the part has been received without first sending a written claim form.