

GUARANTEE TERMS RF09

For the guarantee to apply, conditions A–D must be satisfied:

A) In connection with a guarantee claim, Svalson shall be contacted for an assessment of the claim.

Any interference with or measure taken in relation to the product that does not go through Svalson's claims department renders the guarantee void and is entirely the responsibility of the person who performs or commissions the work.

B) In connection with a guarantee claim, the serial number of the product shall be given.

C) Unless otherwise agreed, the product shall be sent to Svalson for repair.

D) When a repair is carried out by the customer under a separate agreement, any parts that are replaced shall be returned to Svalson without fail. They shall be returned within 14 days of being delivered by Svalson, unless otherwise agreed. In default of this, the customer will lose his right to compensation under the guarantee.

The guarantee does not cover:

Faults arising as a result of incorrect installation or incorrect handling of the product.

Transport of the product (or replaced parts) to Svalson.

Other guarantee provisions:

1. Svalson is obliged to remedy through replacement or repair, in accordance with the provisions of paragraphs 2–13, all faults in the product due to shortcomings in design, materials or workmanship.

2. Svalson's liability relates only to faults which appear **within two years** after the date on which the product was delivered by Svalson. Should the product be used more intensively than agreed or could be anticipated when the agreement was made, the period of liability will be reduced correspondingly.

3. With regard to parts that have been replaced or repaired in accordance with paragraph 1, Svalson's liability applies for two years from the start of the liability period specified in paragraph 2.

4. The customer shall without undue delay send Svalson a written claim after the fault has appeared and in no case later than two weeks after the expiry of the liability period specified in paragraph 2. The claim shall contain a description of how the fault manifests itself. If there is cause to assume that the fault may entail a risk of loss, damage or injury, the claim shall be made immediately.

Should the customer not make a written claim regarding the fault within the time limits specified in this paragraph, he shall lose his right to claim for the fault.

5. On receipt of a written claim in accordance with paragraph 4, Svalson shall provide the customer with a delivery address, unless Svalson and the customer agree that the repair shall be carried out by the customer. The customer shall meet the cost of sending the product to Svalson.

6. On receipt of the product at the delivery address indicated as set out in paragraph 5, Svalson shall rectify the fault within a reasonable time. Svalson shall meet the costs of this according to the rules in paragraphs 1–13. Svalson shall meet the costs of transporting a repaired or replaced product to the customer. If the customer has special requirements regarding the method of shipment, he shall meet any extra costs that arise.

7. If Svalson and the customer have agreed according to paragraph 5 that a repair should be carried out by the customer, Svalson shall send spare parts or a replacement product within a reasonable time. Should the removal and fitting of spare parts require special technical expertise, Svalson shall be obliged to carry out such removal and fitting. Should no such expertise be required, Svalson will have fulfilled its obligations arising from the fault when it delivers to the customer spare parts or a replacement product. The customer shall meet any additional costs that are incurred by Svalson as a result of a repair being carried out by the customer.

8. If the customer makes a claim in accordance with paragraph 4 and it transpires that no fault exists for which Svalson is liable, Svalson will be entitled to compensation for any work or costs that have arisen by reason of the claim.

9. Faulty parts that have been replaced in accordance with paragraph 1 shall be made available to and shall become the property of Svalson.

10. Svalson's liability does not include faults caused by materials provided by the customer or by a design prescribed or specified by the customer.

11. Svalson's liability only covers faults arising under the working conditions envisaged in the agreement and in connection with the correct use of the product.

This liability does not cover faults caused by circumstances that have arisen after the risk for the product has passed to the customer. It does not cover, for example, faults due to defective maintenance or incorrect assembly by the customer, changes made without Svalson's written consent or repairs incorrectly carried out by the customer. Lastly, the liability does not cover normal wear and tear or deterioration.

12. Notwithstanding the provisions of paragraphs 1–11, Svalson shall not be liable for a fault in any part of the product for more than two years from the start of the liability period specified in paragraph 2.

13. Svalson shall not be liable for faults apart from what is prescribed in paragraphs 1–12. This applies to any loss that the fault may cause, such as loss of production, loss of profit or other economic consequential loss.

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