



# **GENERAL WARRANTY- AND GUARANTEE TERMS AND CONDITIONS**

## **§ 1. Objective and Scope**

- 1.1. These General Warranty and Guarantee Terms and Conditions of (in short: GWGTC) apply to all contracts concluded with the customer by Penz crane GmbH (in short: Penz crane) itself or its authorised dealers and service workshops (both in short: partner companies).
- 1.2. These General Warranty and Guarantee Terms and Conditions also apply internally to all legal relationships between Penz crane and its authorised dealers and service workshops.
- 1.3. The GWGTC shall apply directly and without restriction unless expressly agreed otherwise in writing in the respective individual case. In the latter cases, the GWGTC shall apply subsidiarily (cf. item 12.6).
- 1.4. The GWGTC replace all previously existing general regulations between Penz crane and the partner companies or the customers which deviate from these GWGTC, with the exception of the General Terms and Conditions of Sale and Delivery of Penz crane.
- 1.5. The GWGTC are supplementary to the General Terms and Conditions of Sale and Delivery of Penz crane and take precedence over them (cf. item 12.6, d)).

## **§ 2. Receipt of products, obligation to inspect and give notice of defects and proper storage**

- 2.1. The respective consignee shall immediately inspect the delivered products for any defects and notify Penz crane thereof without undue delay, but no later than within three days after delivery outgoing from Penz (notice of defects).
- 2.2. The obligation to inspect and give notice of defects (cf. item 2.1) extends not only to quality defects in the product itself but also to the completeness of the delivery and its conformity with the order.
- 2.3. Any transport damage must be reported within the same period (cf. item 2.1) to the transport company and Penz crane.
- 2.4. Any deliveries that do not correspond to the order as well as any defects in the respective products for which Penz crane is responsible that cannot already be detected upon delivery shall be notified to Penz crane by the consignee without delay, but at the latest within three days of the first opportunity to detect the respective defect.
- 2.5. The notification shall be made in writing, whereby e-mail and fax are permissible. The recipient must sufficiently specify any qualitative and quantitative defects individually and name the products affected by them as well as the alleged causes. Together with the notification, the "Guarantee and Warranty Claim" form enclosed with these GWGTC shall be used in accordance with SUPPLEMENT 02 14.1 must be filled in completely and correctly and submitted.
- 2.6. If no timely or sufficiently specific notice of defects is given, the respective delivery shall be deemed to have been duly made by Penz crane and accepted and taken over by the recipient. If the recipient and the contractual partner of Penz cranes are different, the aforementioned shall apply equally to the latter.
- 2.7. Irrespective of the respective transfer of risk, partner companies shall store Penz crane's products properly and professionally free of charge until they are resold and, in particular, protect them from damage, theft and the effects of the weather, such as hail. The same shall apply to rejected products, unless they are to be returned to Penz crane (item 8.2), and this obligation applies equally to persons entitled to warranty and guarantee.
- 2.8. The delivery or handover of products by partner companies must always be carried out by qualified personnel. The latter must instruct the end customer in the operating manual(s), service and maintenance guideline, service and maintenance book, assembly guideline, spare parts catalogue enclosed with the product and in the handling of the product to the extent required. In the course of the delivery or handover of products containing a new or used crane of Penz crane GmbH, the handover and instruction confirmation and the guarantee commencement notification in accordance with SUPPLEMENT 02 14.2 must be filled in completely and correctly and submitted to Penz crane.

### **§ 3. Retention of title**

- 3.1. All products remain the property of Penz crane until they have been paid for in full.
- 3.2. Partner companies and customers shall not pledge or otherwise transfer the products delivered by Penz crane to third parties or create rights for third parties in the event of an existing reservation of title. Furthermore, in order to secure Penz crane's rights, they shall inform third parties of the retention of title to the extent required.
- 3.3. The resale of products subject to retention of title is only permissible if the purchase price is received at the same time. If the purchase price is not paid to Penz crane immediately or in full, the respective reseller shall assign to Penz crane its claim against its buyer up to the outstanding amount (including interest and any collection costs).
- 3.4. The assertion of the retention of title does not affect the underlying legal relationships, unless Penz crane expressly declares otherwise.

## § 4. Warranty

- 4.1. Unless otherwise expressly agreed in writing, Penz crane warrants to its direct contractual partners for a period of 12 months and in accordance with the present GWGTC and, subsidiarily, the statutory provisions.
- 4.2. Penz crane shall, at its own discretion, provide warranty within eight weeks of written notification by adding missing products, repairing or replacing defective products, or reducing the price. The warranty remedy of rescission shall be waived by mutual agreement.
- 4.3. The warranty period shall commence with the delivery of the individual products ex works or collection by the customer ex works, or the confirmed delivery date according to the latest valid order confirmation by Penz crane, whichever date occurs earlier. If the confirmed delivery date according to the order confirmation of Penz crane GmbH is exceeded for reasons within the control of Penz crane GmbH, the warranty shall commence on the completion date notified to the customer. This shall also apply to any recourse pursuant to § 933b ABGB (Austrian Civil Code), the period for asserting which ends after one year.
- 4.4. Warranty for cranes, grabs and other components which have an EC Declaration of Conformity or an EC Declaration of Incorporation shall only be provided on presentation of and submission of the fully completed and signed handover and instruction confirmation acc. SUPPLEMENT 02, 14.2 . No retroactive warranty can be provided for handover and instruction confirmations received at a later date.
- 4.5. Warranty for cranes, grabs and other components which have an EC Declaration of Conformity or an EC Declaration of Incorporation shall only be provided on presentation and submission of a fully completed service and maintenance book acc. SUPPLEMENT 02, 14.3 . A copy of the service and maintenance book shall be provided by the customer in an appropriate form with each application for warranty. Penz crane is entitled to request further information or components from the customer that are necessary for the assessment.
- 4.6. Warranty claims must be asserted in writing without delay, at the latest, however, within three days of the first opportunity to determine the respective warranty case; item 2.5 shall apply mutatis mutandis.

## § 5. Voluntary manufacturer's guarantee (short: manufacturer's guarantee)

- 5.1. Without prejudice to any guarantee claims, Penz crane grants the end customer (operator) a voluntary manufacturer's guarantee on selected components in accordance with the present GWGTC.
- 5.2. The voluntary manufacturer's guarantee begins for cranes, grabs and other components that have an EC Declaration of Conformity or an EC Declaration of Incorporation when the delivered product is put into operation.
- 5.3. For all other products, the voluntary manufacturer's guarantee begins with the delivery of the individual products ex works or collection by the customer ex works, or the confirmed delivery date according to the latest order confirmation by Penz crane, whichever date occurs earlier. If the confirmed delivery date according to the order confirmation from Penz crane GmbH is exceeded for reasons within the control of Penz crane GmbH, the voluntary manufacturer's guarantee shall commence on the completion date notified to the customer.
- 5.4. The manufacturer's guarantee for cranes, grabs and other components which have an EC Declaration of Conformity or an EC Declaration of Incorporation is granted on presentation of a fully completed and signed guarantee commencement notification and handover and instruction confirmation acc. SUPPLEMENT 02, 14.2. No manufacturer's guarantee is provided retroactively for handover and instruction confirmations or guarantee commencement notifications received subsequently between the time of commissioning and the transmission of the handover and instruction confirmation and guarantee commencement notification.
- 5.5. Manufacturer's guarantee for cranes, grabs and other components which have an EC Declaration of Conformity or an EC Declaration of Incorporation is only provided on presentation of a fully completed service and maintenance book acc. SUPPLEMENT 02, 14.3. A copy of the service and maintenance book shall be provided by the customer in an appropriate form with each application for warranty. Penz crane is entitled to request further information or components from the customer that are necessary for the assessment.
- 5.6. Guarantee claims must be asserted in writing without delay, but at the latest within three days of the first opportunity to ascertain the respective guarantee case, item 2.5 shall apply mutatis mutandis.
- 5.7. An extension of the guarantee requires a new written guarantee agreement by Penz crane. The person entitled to the guarantee must apply for it in writing to the delivering company or to Penz crane at least two months before the expiry of the original guarantee. There is no legal entitlement to an extension of the warranty. The acceptance guidelines, all general terms and conditions and tariffs of Penz crane existing at the time of issue shall apply to the new warranty agreement (extension).
- 5.8. Changes of ownership do not affect the manufacturer's guarantee.

- 5.9. The manufacturer's guarantee covers the replacement or repair of the components defined below. If the work is not carried out by Penz crane itself, only the defective component will be replaced initially. A replacement also of the costs of the replacement or repair requires the express written consent of Penz crane, which the customer will obtain in advance. The replacement shall be limited to the internal cost and hourly rates of Penz crane to be applied for this work (upper cost limit). If the repair costs exceed the value of the component to be repaired, the warranty claim shall be limited to the replacement of the component including the proven removal and installation costs up to the upper cost limit.
- 5.10. The manufacturer's guarantee covers 36 months or 3,000 operating hours, whichever occurs first, for the following components:
- a) Crane base incl. three-point mounting
  - b) Crane column incl. racks in the slewing gear and crane column gear wheel
  - c) First boom (lifting boom)
  - d) Second boom (bending boom)
  - e) Extension 1 and extension 2 in the second boom
  - f) Extension for stabilizers, support plate and spherical joints
- 5.11. The manufacturer's guarantee covers 24 months or 2,000 operating hours, whichever occurs first, for the following components:
- a) Grab body, grab forks, push rod
  - b) Hydraulic cylinder tube, cylinder eye
  - c) Hydraulic pipes, fittings
  - d) Hydraulic hose for boom extension

- 5.12. The manufacturer's guarantee covers 18 months or 1,500 operating hours, whichever occurs first, for the following components:
- a) Radio remote control, cable remote control, combined remote control
  - b) Damping system, bladder accumulator
  - c) Electrical installation
  - d) Headlights and luminaires
  - e) Hydraulic rotary distributor
  - f) Hydraulic cylinder rod, coating defect on hydraulic cylinder rod
  - g) Spherical bearing
  - h) Slewing cylinders mounting screw
- 5.13. The manufacturer's guarantee covers 12 months or 1,000 hours of operation, whichever occurs first, for all other components, unless otherwise specified in these GWGTC.
- 5.14. The manufacturer's guarantee covers transport costs for the delivery of components which are covered by the manufacturer's guarantee.



## § 6. Special regulations for warranty and manufacturer's guarantee

- 6.1. For components and equipment provided by the customer, special components and special equipment according to § 13 SUPPLEMENT 01, 13.1 no warranty and no manufacturer's guarantee will be provided, nor is product liability provided by Penz crane. The above provisions also apply if these components and equipment are expressly approved and/or installed by Penz crane for use in the crane system.
- 6.2. For components and equipment purchased by Penz crane according to § 13 SUPPLEMENT 01, 13.2 no manufacturer's guarantee shall be provided. The above provisions shall also apply if these components and equipment are expressly approved and/or installed by Penz crane for use in the crane system.
- 6.3. For components that must be regularly replaced and maintained according to the service and maintenance guidelines, operating manual, assembly guidelines of Penz crane or installation guidelines of the original manufacturer (in the case of purchased components or equipment), no warranty and no manufacturer's guarantee will be provided.
- 6.4. For wearing parts according to § 13 SUPPLEMENT 01, 13.3 no warranty and no manufacturer's guarantee shall be provided.
- 6.5. For operating and auxiliary materials according to § 13 SUPPLEMENT 01, 13.4 no warranty and no manufacturer's guarantee is provided.
- 6.6. For sealings according to § 13 SUPPLEMENT 01, 13.5 no manufacturer's guarantee is provided All seals must be visually inspected and maintained regularly. If leaks occur or cannot be ruled out, the seal must be replaced immediately and professionally.
- 6.7. No warranty or manufacturer's guarantee is provided for the following coating defects.
- a) Discolouration, surface texture, colour fastness
  - b) Damage due to non-ph-neutral cleaning agents or other chemical reactions
- 6.8. The technical data provided by Penz crane, in particular regarding dimensions, lengths and angles, weight, force, moment, power, pressure, incl. lifting moment, are approximate values and not the scope of the warranty or manufacturer's guarantee.
- 6.9. For Penz crane original spare parts, the manufacturer's guarantee covers 12 months or 1,000 operating hours after delivery by Penz crane, whichever occurs first. The above provisions § 6 Special regulations for warranty and manufacturer's guarantee apply mutatis mutandis.
- 6.10. No warranty is provided for Penz used spare parts, but a manufacturer's guarantee is granted for 6 months or 500 operating hours after delivery by Penz crane, whichever occurs first. The above provisions § 6 Special regulations for warranty and manufacturer's guarantee apply mutatis mutandis.

- 6.11. No warranty or manufacturer's guarantee will be provided for components, labour or other services made available by Penz crane as a gesture of goodwill, nor will any transport costs for collection, intermediate transport or delivery be reimbursed in such cases.

## **§ 7. Further requirements for the fulfilment of warranty and guarantee claims**

- 7.1. Warranty and guarantee claims require full payment of the entire product, in the case of divisible services: of the respective delivery.
- 7.2. The fulfilment of warranty and guarantee claims requires notification of the defect in due time and form.
- 7.3. Warranty and guarantee claims expire in the event of improper handling or operation and if defect rectification work is carried out on the product or individual components without the express consent of Penz crane.
- 7.4. In order to avert disproportionate damage, or if there are no reasons justifying a delay (e.g. force majeure, bottlenecks in transport capacities, interruptions or bottlenecks in the purchase of materials, insufficient technical framework conditions at the place where the warranty or guarantee service is to be performed, etc.), the party entitled to warranty or guarantee shall be entitled to have repair work carried out exclusively by specialists authorised to do so after the expiry of eight weeks from the date of notification to Penz crane in due form and time. The same shall apply if Penz crane expressly rejects warranty or guarantee claims. In any case, the party entitled to warranty or guarantee shall notify Penz crane in writing of the repair work in good time in advance and shall grant Penz crane the opportunity to determine the reported defect itself or to have it determined by third parties to be called in by Penz crane before the repair work is carried out.
- 7.5. Further indispensable prerequisites for the fulfilment of warranty and guarantee claims are in particular:
  - a. Professional installation and assembly of the product or component in accordance with the Penz crane assembly guidelines, installation guidelines and service and maintenance guidelines.
  - b. Complete compliance with the operating manual(s), service and maintenance guideline, assembly guideline, as well as the use of original Penz spare parts.
  - c. The professional performance of maintenance, maintenance, care, repair and service work by the factory's own Penz crane workshop or by service workshops authorised by Penz crane.

## **§ 8. Processing**

- 8.1. Penz crane shall check incoming guarantee and warranty claims for their form and deadline. As part of the application, the “Guarantee and warranty application” form attached to these GWGTC according to SUPPLEMENT 02, 14.1 must be filled in completely and correctly and submitted
- 8.2. The assertion of warranty or guarantee claims also requires the presentation of the allegedly defective products or components, unless otherwise agreed in detail. The products or components shall be cleaned and provided with the serial number of the respective crane as well as the contact details of the person entitled to warranty or guarantee and shall be sent to Penz crane or to a partner company named by Penz crane for the specific case at its expense.
- 8.3. Penz crane, or expert third parties intervening on its behalf, will check whether a warranty or guarantee case exists and will notify the person entitled to warranty or guarantee of the result in writing.
- 8.4. Warranty or guarantee services are always provided by the Penz crane factory workshop or an authorised Penz crane workshop. Penz crane is also free to entrust other competent third parties with the handling of warranty or guarantee cases.
- 8.5. The costs for oil refilled or changed during the performance of warranty or guarantee services, the replacement of components or materials excluded from warranty or guarantee claims, or for other repairs and inspections shall be borne by the party entitled to warranty or guarantee. In the event that other repairs and inspections covered by the warranty are carried out at the same time, the share of the repairs subject to compensation shall be determined on the basis of the internal cost and hourly rates of Penz crane to be applied for this purpose.
- 8.6. The party entitled to warranty or guarantee shall grant Penz crane the right, in addition to the defective products and components submitted, to inspect the entire crane system and its accessories, also repeatedly, with the assistance of experts to be freely selected by Penz crane, using inspection methods also to be freely selected. The tests and inspections must be carried out after prior information in such a way that they do not result in any significant interruption to the operation of the crane system.
- 8.7. In the event of a warranty or guarantee claim, the party entitled to the warranty or guarantee shall, without being requested to do so, provide Penz crane with all technical documents relating to the crane system (unless it has already been produced in its entirety by Penz crane), as well as documents and results of any inspections of the crane system carried out by the party entitled to the warranty or guarantee or on its behalf up to that time and afterwards. Documents and results already available must be sent to Penz crane free of charge together with the assertion of guarantee or warranty claims, without delay, but at the latest within three days of the first possibility to determine the respective defect.

- 8.8. If Penz crane provides warranty or guarantee by repair or replacement, the person entitled to warranty or guarantee shall contribute to the costs of remedying the defects in accordance with a separately agreed deductible. Any price reduction shall be reduced by the amount of the deductible.
- 8.9. The products or components exchanged for defect-free ones become the property of Penz crane.

## **§ 9. Limitations of liability**

- 9.1. Penz crane does not provide any warranty or guarantee and is not otherwise liable for defects and damage which are due, even if only partially, to improper or negligent installation, improper or negligent storage after delivery, an improper or negligent unloading process itself, or improper or negligent onward transport or other improper or negligent handling, of whatever kind, by the person entitled to the warranty or guarantee or third parties. This exclusion of liability also includes all consequential damages.
- 9.2. Penz crane provides neither warranty nor guarantee and is not otherwise liable for defects and damage that occur as a result of improper or negligent use, in particular operation of the crane system or individual components thereof that does not comply with Penz crane's specifications or with the technical specifications. This exclusion of liability also expressly includes all consequential damages.
- 9.3. The person entitled to warranty or guarantee shall not assert claims for merely insignificant defects or direct or indirect defects and damage resulting from negligence, in particular consequential damage. Furthermore, financial losses, in particular any loss of profit, are excluded from the warranty and guarantee claim.
- 9.4. No liability, warranty, guarantee or other obligation to compensate on the part of Penz crane exists in particular in the following cases:
- a. Damage or defects due to external influences, rockfall or collision; also due to accidents of all kinds;
  - b. Damage or defects due to wilful or malicious acts, in particular acts contrary to criminal law (e.g. damage to property, theft, unauthorised commissioning, etc. ), or natural events (e.g. storm, hail, lightning, earthquake or flood as well as fire or explosion);
  - c. Damage or defects due to war events of any kind, strike, lockout, confiscation or other sovereign intervention;
  - d. Damage or defects for which a third party is liable or has to be liable for whatever reason. This includes, in particular, guarantees from manufacturers of purchased components as well as all liabilities of third parties who have carried out modifications or extensions of superstructures on the crane system or the carrier vehicle after delivery by Penz crane.
  - e. Damage or defects caused by the crane system or individual components being subjected to higher permissible loads (which include all mechanical, other physical and chemical influences) than those specified by Penz crane or the respective manufacturers of other components;
  - f. Damage or defects due to the use of unsuitable lubricants and operating materials, lack of oil or overheating;

- g. Damage or defects due to changes in the original design of the crane system or its components, installation of third-party parts or accessories not expressly approved by Penz crane or the respective manufacturers;
  - h. Alteration to any pressure settings of the crane system, in particular alteration of the main pressure setting or alteration of the secondary pressure cartridge, as well as removed or damaged seals, which are not expressly approved in writing by Penz crane or the respective manufacturers;
  - i. Damage or defects due to disregard of repair, maintenance and service intervals, due to disregard of defect rectification recommendations of Penz crane specialist personnel, or due to improper repair and service work;
  - j. Damage or defects due to the use of components recognisably in need of repair, unless Penz crane has given its express written consent for only makeshift repairs;
  - k. Damage or defects due to the own fault of the person entitled to warranty or guarantee, as well as due to acts or omissions of third parties;
  - l. For crane systems or components in crane systems that are given to a changing group of people during the warranty or guarantee period, even if only temporarily;
- 9.5. The person entitled to warranty or guarantee shall use all products and components only for the purpose for which they are intended and in accordance with the respective operating manuals and any other product instructions of Penz crane as well as in compliance with the relevant statutory provisions and general technical guidelines and standards.
- 9.6. Excluded from the guarantee or warranty are costs for testing, measuring and adjustment work, insofar as these are not incurred in direct connection with the provision of guarantee or warranty services.
- 9.7. If a product is manufactured by Penz crane on the basis of design information, plans/drawings or samples/models provided by the respective Client or third parties attributable to the Client, Penz crane shall be liable in accordance with these GWGTC and only for the execution in accordance with the aforementioned information, but not for the technical correctness and legality of the information itself.
- 9.8. If the use of design information, plans/drawings or samples/models is accompanied by infringements of industrial property rights of any kind, the respective client shall fully indemnify and hold Penz crane harmless, which shall also include court costs and the costs of legal representation.
- 9.9. Penz crane does not provide any guarantee or warranty and is not otherwise liable for repair work, modifications or conversions to existing crane systems undertaken in accordance with the customer's specifications.

9.10. Penz crane does not provide any guarantee or warranty and is not otherwise liable for the sale of used or third-party products.

9.11. Penz crane is not liable for promises made by third parties. The present General Terms and Conditions shall apply equally to promises made by authorised dealers and service workshops. Penz crane shall not be bound by any further promises.

## **§ 10. Place of performance, applicable law and place of jurisdiction**

10.1. In the absence of any written agreement to the contrary, the place of performance shall be the registered office of Penz crane.

10.2. All legal relationships subject to these GWGTC, including the question of their valid conclusion and their pre- and post-effects, shall be governed exclusively by Austrian law, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG) and the reference norms of the conflict of laws (IPRG).

10.3. For all legal disputes arising from or in connection with these GWGTC and legal relationships subject to them, including the question of their valid conclusion and their pre- and post-effects, the exclusive jurisdiction of the court having subject-matter jurisdiction for Leoben, Austria, shall be deemed agreed.



## **§ 11. Communications and confidentiality**

- 11.1. Notices in connection with legal relationships subject to these GWGTC or notices provided for by law must be in writing, whereby fax and e-mail are permissible unless another form of transmission is provided for in the specifics. Delivery shall be made to  
**Penz crane GmbH**  
**Customer Service**  
**Bundesstraße 8**  
**8753 Aichdorf / Fohnsdorf, Austria**  
**E-mail: [aftersales@penz-crane.com](mailto:aftersales@penz-crane.com)**  
**Fax: +43 (0) 3577 76 000 30**
- The date of dispatch shall be decisive for the calculation and observance of deadlines.
- 11.2. All correspondence in connection with legal relationships governed by these GWGTC shall be in German or English only, whereby in case of doubt or in the event of differing content, the German version shall take precedence over the English version.
- 11.3. The parties mutually undertake to treat as confidential the content of the legal relationships subject to these GWGTC as well as all guarantee or warranty cases and all confidential information of which they become aware in the course of their performance or settlement as well as all internal processes and neither to exploit these nor to make them accessible to third parties in any way whatsoever (confidentiality clause).
- 11.4. In particular, all information and technical and commercial data relating to Penz crane systems and the associated know-how, to the Penz Group and its Group companies themselves, their customers and partners shall be deemed confidential.
- 11.5. The partner companies and customers shall impose the confidentiality clause on all employees, partners and other third parties involved in the implementation of the individual legal relationships and the handling of the individual warranty or guarantee cases.
- 11.6. This confidentiality clause shall remain in force even if the legal relationships and warranty or guarantee cases covered by it have been completely fulfilled, or have been terminated for whatever reason. Likewise, if information is no longer confidential as a result of a breach of the confidentiality clause.

## § 12. General provisions

- 12.1. Deviations from, amendments to and supplements to these GWGTC must be made in writing - whereby fax and e-mail are not permissible - and must be signed by all parties to the respective legal relationship in order to be valid. This shall also apply to any waiver of the written form requirement itself.
- 12.2. Should any provision of the present GTCTC be invalid or become invalid after the establishment of a legal relationship, the respective parties undertake to replace such provision by a valid provision corresponding to the meaning and purpose of the present GWGTC. This shall also apply to unintended gaps. The remaining provisions shall remain unaffected.
- 12.3. The contractual partners of Penz crane as well as all persons entitled to a guarantee and warranty expressly waive the right to set off their own claims, from whatever title and legal relationship, against those of Penz crane, or to withhold or reduce services owed, for whatever reason. In particular, any guarantee or warranty claims do not entitle the customer to withhold payments to Penz crane.
- 12.4. The contractual partners of Penz crane as well as all persons entitled to guarantees and warranties are not entitled to assign or pledge, in whole or in part, any claims they may have against Penz crane.
- 12.5. The contractual partners of Penz crane as well as all persons entitled to a guarantee and warranty shall effectively transfer all their obligations arising from the present General Terms and Conditions of Business to their contractual partners, in particular to an operator of the crane system who is different from them.
- 12.6. The following documents shall apply as the basis of the legal relationship with Penz crane GmbH in the following order of precedence, one after the other and complementing each other, whereby the aforementioned documents shall take precedence over the following documents:
- a) The individual contract concluded by the customer or the respective partner company with Penz crane GmbH together with the enclosures mentioned therein or enclosed thereto;
  - b) Any framework agreement concluded by the customer or the partner company with Penz crane GmbH together with the enclosures referred to therein or enclosed;
  - c) The present General Warranty- and guarantee terms and conditions.
  - d) The General Terms and Conditions of Sale and Delivery of Penz crane GmbH.

General terms and conditions of the contractual partner of Penz crane as well as of the persons entitled to warranty and guarantee that deviate from the aforementioned documents (lit a. - d.) are not legally effective.

## § 13. SUPPLEMENT 01

13.1. The following components shall be considered as components and equipment provided by the customer, special components and special equipment:

- Components and equipment provided by the customer.
- Components and equipment purchased by Penz crane GmbH according to the customer's selection and on the customer's order, unless these are included in the currently valid sales price list of Penz crane.

13.2. The following components and equipment purchased by Penz crane from third parties are deemed to be purchased by Penz crane :

- Grab, rotator, cross shackle, swing brake, crane scale
- Crane seat, seat cover (heated and unheated), lifting device for crane seat, weather canopy, weather canopy cover
- Crane cabin incl. additional equipment
- Directional control valve incl. control spool
- Joystick, remote control by cable, radio or combined
- Hydraulic pump with and without control unit
- Oil tank, oil cooler, combined version

13.3. The following components are considered wear parts:

- Seals of cylinder, rotary distributor, directional control valve, control spool
- Hydraulic hose, pilot lines
- Bearing bush, plain bearing guide
- Splash protection hose

13.4. Operating and auxiliary materials are all components and substances that are subject to natural consumption, wear, tear or ageing, in particular the following components and substances:

- Hydraulic oil
- Fuel, coolant, refrigerant, windscreen washer fluid
- Filters (for hydraulic oil, air, fuel, etc.)
- Oils, greases, other liquid and solid lubricants

13.5. The following components and substances are considered to be seals:

- Seal electric distribution box, joystick, control panel for cable, radio, combined remote control
- Seal at window and door of the crane cabin, sealing joint between crane column and crane base

## **§ 14. SUPPLEMENT 02**

14.1. Guarantee and warranty application (form)

14.2. Handover and instruction confirmation, guarantee commencement notification (form)

14.3. Service and maintenance book (form)

The above documents are also available for download at [www.penz-crane.com](http://www.penz-crane.com) or can be requested from Penz crane customer service at [aftersales@penz-crane.com](mailto:aftersales@penz-crane.com) or +43 (0) 3577 76 000 63.