

## **Reklamationsrutiner**

**Gäller från 2010-05-15**

Då den tidigare hanteringen av reklamationer har haft brister vilket resulterat i onödigt långa hanteringstider lanserar vi nu nya rutiner.

Syftet är främst att...

- Ersättningsvara skall vara hos kund senast tre dagar efter Cyklop Teknik AB mottagit ifylld reklamationsblankett.
- Reklamationsärendet skall vara utrett inom 2 veckor efter mottaget gods.
- Kreditering, i de fall reklamationen godkänts, skall vara kunden tillhanda inom 4 veckor.

När Ni vill reklamera en vara skall ni gå tillväga på följande sätt:

- 1. Använd filen som bifogas detta e-mail.**
- 2. Fyll i markerade fält.**
- 3. Faxa blanketten till 7 m`cd`HY\_b]`56 på fax nummer: +46 (0)371 50775.  
ENDAST FAXADE REKLAMATIONER GODTAGES.**

När Cyklop Teknik AB mottagit den ifyllda blanketten skickas omgående en ersättningsvara till kund och faktureras säljbolaget. (Sker ej om endast kredit kryssas i.)

Cyklop Teknik AB har reklamationsmöte och beslutar huruvida reklamationen godkännes eller ej.

Cyklop Teknik AB faxar tillbaka reklamationsblanketten med ett utlåtande samt beslut om varan skall returneras till Cyklop Teknik AB eller ej.

Vid godkännande krediteras säljbolaget med varans värde.

Cyklop Teknik's garantier gäller vid fabrikations- eller materialfel för maskin under 1 år från leverans. Se nästa sida för mer information (engelska).



CYKLOP TEKNIK AB

### **Delivery Conditions**

All machines are quoted on the standard concept and any alterations should be separately defined. When ordering full automatic machines please make sure that the specification sheet is filled out.

Cyklop Teknik AB are supplying the machine function, not complete systems if otherwise is not specially agreed.

The buyer should have trained service engineers for installation, trouble-shooting and servicing of the machine.

Machines and documentation are produced in the name of Cyklop. The text is available in Swedish or English, translation into other languages should be arranged by the buyer and costs therefore be borne by him.

Delivery Terms are:

Ex-works, Burseryd, Sweden (packaging excluded).

Order by fax: +46 (0)371 507 75

Order by e-mail: sales@cykloptechnik.se

### **Liability for defects; Warranty**

Pursuant to the provisions of this Warranty Cyklop Teknik AB (herein after referred to as "CT") shall remedy any defect or non-conformity in the Works resulting from faulty design, materials or workmanship. Under no event CT assumes a guarantee for properties and conditions.

CT's liability is limited to defects in the works, which appear within a period of 12 months with a daily use for 1 shift (8 hours) from transfer of risk or taking over of the goods. If the daily use exceeds the agreed use, this warranty period shall be reduced proportionately. If taking-over has been delayed for reasons for which the purchaser is responsible, CT's liability for defects shall not be extended beyond 18 months after delivery.

The purchaser shall without undue delays notify CT in writing, describing the defect, of any defect that appears. Such notice shall under no circumstance be given later than 2 weeks after the expiry period given under sect. 2. If the purchaser fails to notify CT in writing of a defect within the time limit set forth in this clause, he loses his right to have the defect remedied.

The expiration of the period stated under Section 2 is suspended with the occurrence of the defect and continues with the effected remedy of the defect.

Provided that the defect may cause serious damage, the purchaser shall immediately inform CT in writing. The purchaser shall bear the risk of damage resulting from his failure so to notify.

On receipt of the notice CT shall remedy the defect without undue delay at his own cost. Provided the expected costs for CT to remedy the defect are unreasonably high, CT may assign a third party to remedy the defect. The purchaser shall remedy minor defects after consultation with CT. The purchaser shall at his own expense arrange for any dismantling and reassembly of equipment other than the works to the extent that this is necessary to remedy the defect.

If the purchaser has given notice to CT and no defect is found for which CT is liable, CT shall be entitled to compensation for the costs incurred as a result of the notice.

Wear and tear parts are excluded from liability. Condition precedent to CT's liability is the regular, proper and verifiably professionally carried out maintenance, the use of CT materials and wear and spare parts as well as the appropriate storage of the goods. No remedy of a defect shall be considered to be an acknowledgement.

If the purchaser has given such notice as mentioned in Section 3 and no defect is found for which CT is liable is found, CT shall be entitled to compensation for all costs incurred as a result of this notice.

Cyklop Teknik will compensate the customer for his expenses in connection with repairs, travels etc. with a fix sum of SEK 400 per hour or 3 500 per day inclusive travel costs.

### **This compensation will be paid if:**

- The purchaser at first has been in contact with the CT Technical Phone Support and that the problem couldn't be solved by phone.
- CT has been informed and accepted that the customer intends to send his personal to the end-user.
- The purchaser has sent a correctly filled in "Claim form" and that CT has accepted the claim as warranty. The claim form can also be sent to CT after the customer have been at the end-user.

### **Limitation of liability**

CT shall not be liable for any damage to property caused by the works after competition and whilst in the possession of the purchaser due to negligence. Nor shall CT be liable for any damage to products manufactured by the purchaser or to products of which the purchaser's products form part due to negligence.

If CT incurs liability towards any third party for such damage to property as described before, the purchaser shall indemnify, defend and hold CT harmless.

This limitation of liability does neither apply to damages due to gross negligence or intent nor to any product liability.

### **Take-back obligation and waste disposal**

In respect of new electrical and electronic equipment to which the WEEE-Directive (2002/96/EU) applies to, put into circulation after the 13.08.2005 the purchaser shall be liable for the waste disposal according to the provisions of the law.

The same applies to electrical and electronic equipment put into circulation as new equipment before the 13.08.2005.

### **Software**

As far as any computer software makes part of the delivery, the purchaser is entitled to non-exclusively use the software and documentation with the determined goods/delivery item. CT reserves all other rights in respect of software, documentation and copies. The purchaser is not entitled to sublicense.

The purchaser is not entitled to duplicate, reproduce, and modify the software, not to change or eliminate manufacturer's data and Copyright notice.

### **Disputes; Applicable law**

Any dispute, controversy, question or interpretation arising under, out of, in connection with, or in relation to the contract or business relation between CT and the purchaser shall be submitted to, determined and settled by the appropriate competent Court in Sweden. The parties hereby submit to the jurisdiction and venue of any such court.

The laws of Sweden excluding the application of the CISG shall govern all business transactions or contracts between CT and the purchaser.

### **Sever ability clause**

Should any of the provisions in these General Purchasing Conditions be or become invalid or void, this shall have no effect on the other provisions. The Parties shall replace the invalid obliged to replace the invalid provision by an arrangement that comes as close as possible to its original business purpose.