

# POGOJI POSLOVANJA

## Delovni čas in čas potovanja

Delovni ter potovalni čas prejemnika naročila se zaračuna v skladu z cenikom. Upoštevajo se cene, ki so veljavne na datum intervencije.

## Delovni čas in pribitki

Med normalnim delovnim časom od 6.00 do 19.00 se delovne in potovalne ure obračunavajo po veljavnih osnovnih cenah delovne ure. Za delovni in potovalni čas izven normalnega delovnega časa se osnovnim cenam doda pribitek, ki se zaračunava po sledečih faktorjih:

	00-18 <sup>59</sup>	19 <sup>00</sup> -05 <sup>59</sup>
Delavnik	1.0	1.5
Sobota	1.5	2.0
Nedelja ali praznik	2.0	2.0

## Potni stroški

Za vožnje s službenim vozilom, ki so povezane z izvajanjem naročila, se naročniku v skladu s cenikom zaračunajo potni stroški, ki se nanašajo na število prevoženih kilometrov v obe smeri, ter čas porabljen za vožnjo.

## Nadomestni deli

Vsi dostavljeni ali vgrajeni nadomestni deli se zaračunavajo v skladu s cenikom. V primeru, da prejemnik naročila potrebnih ali željenih nadomestnih delov ne more dostaviti (višje sile, motnje pri obratovanju ali težave pri dobavi materialov, itd), pri tem ne pride do pravice do odškodnine ali prekinitve pogodbe. Pogodbene kazni se ne sprejemajo.

## Menjalni deli

Za posebej definirane nadomestne dele obstaja koncept menjalnih delov. Po vrnitvi rezervnega dela je vrnjenih do 50% vrednosti cene s cenika izdelovalca.

## Stroški prevoza

Vsi stroški prevoza in pakiranja za nadomestne in zamenjane dele so vključeni v račun.

## Izvajanje del

Vsa vzdrževalna dela in popravila so izvedena in dokumentirana strokovno in v skladu s predpisi izdelovalca.

## Pripomočki in pomočniki

Če se pri vzdrževalnih delih in popravilih pokaže potreba po dodatni delovni sili, dvigalnih napravah ali drugih delovnih napravah, mora le-te naročnik, če jih ima, brezplačno dati na razpolago. Če so potrebni drugi pripomočki, se ti zaračunajo naročniku.

## Poročilo o storitvi

Vsa dela, izvedena pri naročniku, so dokumentirana v poročilu o storitvi. Naročnik s podpisom potrdi, da so bila dela izvedena ali deli dostavljeni. Tudi elektronski podpisi, ustvarjeni s sistemi naročnika, so dovoljeni in obvezujoči. Če naročnik ali od njega postavljena pristojna oseba ob koncu del ni prisotna, so dokazila o opravljeni storitvi, ki jih sestavi prejemnik naročila, veljavna tudi brez podpisa naročnika.

## Odgovornost

Prejemnik naročila ne prevzema odgovornosti za poškodbe strojev, ki naj bi bile povezane z vzdrževalnimi deli in popravili, če ni dokazov, da je za poškodbe odgovoren on ali od njega pooblaščen oseba. Ustno ni veljavno. Morebitni prevzem odgovornosti za škodo je veljaven samo v pisni obliki.

## Garancija

Za naše opravljeno delo in vgrajene nadomestne dele velja garancija treh mesecev, pri čemer je omejena na maksimalno ki je prej dosežena. Garancija velja le, če je bil del vgrajen s strani naše servisne službe. Morebitna dela, ki spadajo v garancijo, se načeloma izvajajo le ob delavnikih.

## Pravice iz garancije


O pravicah iz garancije, ki jih jamči prejemnik naročila, mora biti naročnik obveščen v pisni obliki, in sicer takoj, ko jih prejemnik naročila določi. Dele, ki jih naročnik reklamira in ki so vključeni v garancijo, mora prejemnik naročila naročniku dostaviti brez prevoznih stroškov, v nasprotnem primeru jih naročnik naknadno zaračuna prejemniku naročila.


Prejemnik naročila izpolni svoje z garancijo povezane obveznosti tako, da popravi ali zamenja vse tiste dele, ki so se med veljavo garancije poškodovali zaradi slabega materiala ali pa zaradi nestrokovno izpeljanih del s strani prejemnika naročila. Garancija ne vključuje okvar, ki nastanejo zaradi nestrokovne uporabe, neupoštevanja servisnih intervalov ali pa neupoštevanja navodil za uporabo. Za hitro obrabljive dele (maziva, olja, pogonske jermenom, tesnila) garancija ne velja.

## Dodatne pravne informacije

Za vse posle, ki v teh pogojih poslovanja niso urejeni, se uporabijo splošni pogoji poslovanja podjetja Teximp SA.


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 **Teximp**®

# SERVICE CONDITIONS

## Working and travel times

The contractor's working and travel times shall be invoiced in accordance with the price list. The prices valid on the date of intervention apply.

## Working times and surcharges

During normal working hours (6 a.m. to 7.00 p.m.), working and travel times shall be charged on the basis of the valid basic hourly rates. For working and travel times outside normal working hours, the following surcharge factors shall be applied to the basic hourly rates:

	6 <sup>00</sup> a.m. to 6 <sup>59</sup> p.m.	7 <sup>00</sup> p.m. to 5 <sup>59</sup> a.m.
Weekdays	1.0	1.5
Saturdays	1.5	2.0
Sundays / statutory holidays	2.0	2.0

## Mileage allowance

For trips made with the service vehicle when performing contractual duties, a kilometre allowance shall be charged in accordance with the price list and invoiced to the customer.

## Spare parts

Any spare parts supplied or fitted shall be invoiced in accordance with the price list. If the contractor is unable to supply the necessary or requested spare parts, (due to an Act of God, disruptions to operations or material procurement difficulties, etc.), this does not give rise to any entitlement to compensation or cancellation of the contract. Penalties for non-performance shall not be accepted.

## Exchange parts

An exchange concept is in operation for specially defined spare parts. Upon returning an exchange part, a sum up to 50% of the list price (depending on the manufacturer) is reimbursed.

## Freight costs

All freight and packaging costs for spare parts and exchange parts shall be invoiced accordingly.

## Performance of work

All maintenance and repair work shall be executed and documented professionally and properly in accordance with the manufacturer's instructions.

## Aids and appliances

If, when performing maintenance and repair work, additional helpers, lifting tackle or other equipment should be required, these are to be provided by the customer free of charge wherever possible. If other aids and appliances are required, the customer shall be invoiced for these.

## Service reports

All the work performed at the customer's shall be documented in a service report. In signing this report, the customer acknowledges the execution of the work and/or delivery of the spare parts. To this end, signatures generated electronically on the contractor's systems are also permissible and binding. If either the customer or an authorised agent of his is absent at the time of the work being completed, the documents produced by the contractor are also valid without the customer's signature.

## Liability

The contractor does not accept any liability for any damage to machines arising in conjunction with maintenance and repair work, provided that it cannot be proven that this damage has been caused by him or his representative. Verbal acknowledgements of liability by the contractor's service personnel are not valid. Any acknowledgements of liability are only valid in writing.

## Warranty

We provide a 3-month warranty, limited to max. 1000 operating hours, on the work we perform and the spare parts we fit. The first limit reached applies. Warranty can only be provided if the part was installed by our Service technician. Service call-outs during the warranty period are always performed on weekdays.

## Warranty claims

Warranty claims issued by the customer are to be reported to the contractor immediately after their discovery and should be made in writing.


When submitting warranty claims, the parts relating to these are to be sent to the contractor carriage free, otherwise the freight costs will be subsequently charged to the customer. The contractor performs his warranty obligations at his own discretion either by repairing all the parts that have developed a fault during the warranty period as a result of a material defect or incorrect workmanship, or by replacing these with new parts. This warranty does not include defects that arise as a result of improper use, failure to observe the service intervals or failure to observe the manufacturer's operating instructions.


No warranty provision whatsoever applies for wear parts (oils, lubricants, drive belts, seals).


## Additional legal information


For all cases not governed by these service conditions, the General Terms and Condition of Teximp SA apply.


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